



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

(A Govt. Of Odisha Undertaking)

Regd. Office, Janpath, Bhubaneswar -751022

**e-TENDER DOCUMENT No: ODSSP/NESCO & WESCO/ 07 ( R)/  
2013-14**

**Engineering, Supply, Erection and  
Commissioning of 33/11 kV Sub-Stations and  
Associated Lines**

**for**

**08 Nos. of Packages under Phase-I**

**ON**

**EPC CONTRACT BASIS**

For further details, please visit the Official  
Website of OPTCL “[www.optcl.co.in](http://www.optcl.co.in)” &  
Tender Portal “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**JANPATH, BHUBANESWAR**

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**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

Regd. Office, Janpath, Bhubaneswar -751022  
Odisha Distribution System Strengthening Project (ODSSP)

**NOTICE INVITING TENDER (NIT)  
(DOMESTIC COMPETITIVE BIDDING)**

TENDER NOTICE NO.:NIT /ODSSP/ OPTCL /01/

Date. 25.09.2013

Odisha Power Transmission Corporation Limited, Janpath, Bhubaneswar, invites bids (in e-tendering mode only) under single stage two-bid system from reputed EPC contractors for **Engineering, Supply, Erection and Commissioning of 33/11 kV Sub-Stations and Associated Lines for 14 Nos.** of Packages (Estimated Cost Rs. 997 Crore) under Phase-I within the Jurisdiction of **State DISCOMs (CESU / SOUTHCO / WESCO / NESCO) on “EPC CONTRACT BASIS”**. Interested bidders are required to enroll themselves in the tender portal “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”. Complete set of bidding documents are available on “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” portal from **Dt 25.09.2013 / 4.00 PM up to Dt 18.11.2013 / 10.05 A.M.** Interested bidders may visit OPTCL’s official web site “<http://www.optcl.co.in>” or Tender Portal “<http://www.tenderwizard.com/OPTCL>” for further detail.

**Project Manager, ODSSP,  
Project Wing, OPTCL**



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

Regd. Office, Janpath, Bhubaneswar -751022  
Odisha Distribution System Strengthening Project (ODSSP)

**AMENDED NOTICE INVITING TENDER (NIT)  
(DOMESTIC COMPETITIVE BIDDING)**

**Sub.: AMENDMENT TO THE TENDER NOTICE NO.: NIT /ODSSP/ OPTCL /01 Date. 25.09.2013 vide**

**TENDER NOTICE NO.: NIT /ODSSP/ OPTCL /01(R)**

**Date. 10.01.2014**

In continuation to the Tender notice No. NIT/ODSSP/OPTCL/01 Dated 25.09.2013 for Engineering, Supply, Erection and Commissioning of 33/11 kV Sub-Stations and Associated Lines for 14 Nos. of Packages (Estimated Cost Rs. 977.00 Crore) under Phase-I, due to change in packaging philosophy to accommodate impact of the cyclone in the coastal areas within the State, Odisha Power Transmission Corporation Limited, Janpath, Bhubaneswar, has revised the said tender to 08 Nos. of Packages (Estimated Cost ₹. 581.00 Crore) under Phase-I within the Jurisdiction of **State DISCOMs (CESU / SOUTHCO / WESCO / NESCO) on “EPC CONTRACT BASIS”**. Interested bidders are required to enroll themselves in the tender portal “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”. Complete set of revised bidding documents are available on “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” portal from Dt 10.01.2014 / 4.00 PM up to Dt 20.01.2014 / 10.00 A.M. Interested bidders may visit OPTCL’s official web site “<http://www.optcl.co.in>” or Tender Portal “<http://www.tenderwizard.com/OPTCL>” for further detail.

Note: 1. Bidders who have already downloaded the previous tender documents shall download the present revised tender document for participation in this bidding process. The present revised tender documents (08 nos. of Packages) supersedes the earlier tender documents (14 nos. of Packages) issued on 25.09.2013 and any amendment there to.

2. Bidders are requested to regularly visit Official website of OPTCL/ Tender Portal only for amendment/errata/corrigendum (if any) and any other information regarding these tenders.

**Project Manager, ODSSP,  
Project Wing, OPTCL**



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

Regd. Office, Janpath, Bhubaneswar -751022  
Odisha Distribution System Strengthening Project (ODSSP)

**SECTION-I**  
**e-NOTICE INVITING TENDER (e-NIT)**  
**(DOMESTIC COMPETITIVE BIDDING)**

Odisha Power Transmission Corporation Limited, Janpath, Bhubaneswar, invites bids (in e-tendering mode only) under single stage two-bid system from reputed contractors for **Engineering, Supply, Erection and Commissioning of 33/11 kV Sub-Station and Associated Lines for 08Nos.** of Packages (Estimated Cost ₹. 581.00 Crore) under Phase-I within the Jurisdiction of **State DISCOMs (CESU / SOUTHCO / WESCO / NESCO)** on **“EPC CONTRACT BASIS”** as per the following details.

The bidders can view/download the tender documents on official website of OPTCL “[www.optcl.co.in](http://www.optcl.co.in)” / tender portal of OPTCL “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)”, free of cost.

1. The intending bidder(s) shall have to pay the non refundable tender cost for the concerned package (as mentioned in the following **TABLE-A**), in the form of Demand Draft only, drawn in favour of the D.D.O Head Quarters, OPTCL, Bhubaneswar.
2. The bidder(s) shall have to submit the non refundable tender processing fee for the concerned package (as mentioned in the following **TABLE-A**) in the form of Demand draft, drawn in favour of K.S.E.D.C.Ltd, Payable at Bengaluru.
3. The bidder(s) shall have to submit the Bid Security (EMD) in shape of Demand Draft , drawn in favour of the D.D.O Head Quarters, OPTCL, Bhubaneswar or irrevocable Bank Guarantee ( as per the prescribed format enclosed **ANNEXURE-I**) for an amount as mentioned in the following **TABLE-A** for the concerned package.
4. The bidder(s) shall scan the Demand Draft towards Tender Cost and Tender Processing fees and Demand Draft/Bank guarantee towards Bid Security (EMD) against each package and shall upload the same in the prescribed form in .gif or .jpg format in addition to submitting the original to the Project Manager.
5. The prospective bidders are advised to register their user ID, Password, company ID with website “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” by clicking on hyper link “Register Me”.

6. Any clarifications on the project can be had from the undersigned during office hours prior to the pre-bid conference.
7. The interested bidder may participate in the bidding process for any package(s) under Phase-I.
8. The evaluation of the bids shall be done independently package wise.

**SUMMARY OF 08 NOS. OF REVISED PACKGES TENDERED**

**UNDER PHASE-I VIDE Revised TENDER NOTICE**

**NO.:NIT/ODSSP/OPTCL/01 ( R ) Date. 10.01.2014**

Package list of 90 Nos. 33/11kV S/S in Phase-I Of Odisha Distribution System Strengthening Project (ODSSP)							
SL No	Name of the DISCOM	Name Of Districts	Package No	Type OF S/S	No of S/S	Tender Document Reference No.	Estimated Cost (In Rs. Cr.)
1	CESU	Dhenkanal, Angul	01	AIS	09	ODSSP/ CESU/01 (R)/ 2013-14	54.00
2	SOUTHCO	Boudh, Kandhamal, Rayagada	02	AIS	09	ODSSP/ SOUTHCO/02 ( R ) / 2013-14	60.00
3	SOUTHCO	Koraput, Malkangiri, Nabarangpur	03	AIS	11	ODSSP/ SOUTHCO/03 ( R ) /2013-14	90.00
4	WESCO	Bolangir, Kalahandi, Nuapara, Bargarh	04	AIS	14	ODSSP/ WESCO/04 (R) /2013-14	83.00
5	WESCO	Deogarh, Jharsuguda, Sundargarh, Sambalpur, Sonapur	05	AIS	14	ODSSP/ WESCO/05 ( R ) /2013-14	97.00
6	NESCO	Keonjhar, Mayurbhanj	06	AIS	12	ODSSP/ NESCO/06 (R) /2013-14	74.00
7	NESCO & WESCO	Bolangir, Kalahandi, Bargarh, Sambalpur, Jharsuguda, Sundargarh, Keonjhar, Mayurbhanj	07	GIS	16	ODSSP/ NESCO & WESCO /07 ( R ) /2013-14	99.00

8	CESU, SOUTHCO, WESCO & NESCO	Sambalpur, Cuttack, Bhubaneswar, Berhampur, Balasore	08	CONTAINERISE D- GIS	5	ODSSP/ DISCOMS/08 ( R ) /2013-14	24.00
<b>TOTAL -90 NOS.</b>							<b>Rs.581.00 Cr.</b>

**TABLE-A****Tender Schedule for Package No-07 of Phase-I**

Sl. No	Particulars	Remarks
1.	Project Name	ODSSP
2.	Tender Document Reference No.	ODSSP/ NESCO & WESCO /07 ( R ) /2013-14
3.	Type of S/S & Nos. of S/S	GIS & 16 Nos.
4.	Place of Work- Districts	NESCO & WESCO (Bolangir, Kalahandi, Bargarh, Sambalpur, Jharsuguda, Sundargarh, Keonjhar, Mayurbhanj)
5.	Project Completion Period	14 months from the date of issue of LOA
6.	Estimated Cost (IN INR)	Rs. 99.00 Crore
7.	Cost of Tender documents (IN INR) (Inclusive of VAT @5%)	Rs.10,500/- (Rupees Ten Thousand Five Hundred) Only
8.	Tender Processing fees (IN INR) (inclusive of service tax @12.36%). (To be deposited in shape of DD, drawn in favour of K.S.E.D.C.Ltd, Payable at Bengaluru).	Rs.5,618/- (Rupees Five Thousand Six Hundred and Eighteen) Only
9.	Bid Security (Earnest Money Deposit) (IN INR)	Rs. 99.00 Lakhs
10.	Request for Online Bid Documents	From 10.01.2014 from 4 PM To 20.01.2014 up to 10 AM
11.	Issue of Online bid document	From 10.01.2014 from 4.05 PM To 20.01.2014 up to 10.05 AM
12.	Date , Time and Place for Pre-Bid Conference	No Pre-Bid Meeting
13.	Last date and time of submission of bids.(Part-I & Part-II)	20.01.2014 up to 1 PM
14.	Date and time of opening Techno-commercial bid(Part-I)	22.01.2014 at 11 AM

**Project Manager, ODSSP,  
Project Wing, OPTCL**

*Note: Separate Table-A shall be applicable for each package against respective Tender Reference of 08nos. of packages under Phase-I listed above though floated under one NIT. Intending bidder shall bid for respective packages, for which separate tender documents are available on tender portal of OPTCL, independent of each other with reference to the Tender Reference of the package.*





**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
Regd. Office, Janpath, Bhubaneswar -751022

**SECTION-II**  
**INSTRUCTION TO BIDDER (ITB)**  
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## SECTION-II

### INSTRUCTION TO BIDDER(ITB)

#### A. INTRODUCTION:

##### 1.0 GENERAL INFORMATION:

- 1.1 The Odisha Power Transmission Corporation Limited, Janpath, Bhubaneswar invites e-tenders for **Package No.-07 of Phase-I**, as per Scope of Works, Technical Requirements & Technical Specifications as specified in Volume-II. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2. The works referred herein cover the entire scope of the Package which includes Engineering, Supply, Erection, Testing & Commissioning of equipment including the successful completion of Performance and Guarantee Tests as per Technical specification specified in Volume-II.
- 1.3. The Project is being executed by OWNER under funding by Govt of Odisha.
- 1.4. The works shall be executed as per the norms, specification and standards prescribed by OWNER and to be handed over to OWNER. Operation and Maintenance will be done by DISCOMs.

##### 2.0 BRIEF SCOPE OF WORKS:

- 2.1 PACKAGE NO.: **07 of PHASE-I**

TENDER DOCUMENT REFERENCE: **ODSSP/ NESCO & WESCO/07 (R)/2013-14.**

“Construction of 33/11 kv sub-station with associated lines **(GIS)-16 nos.** in NESCO & WESCO within the districts of Bolangir,Kalahandi, Bargarh, Sambalpur, Jharsuguda, Sundargarh, Keonjhar, Mayurbhanj on EPC contract basis”

#### **NOTE: FOR DETAILS OF LOCATION AND SCOPE OF WORK REFER VOL-II.**

The work is intended to be completed in line with norms, specification and standards prescribed by OWNER, and to be ultimately handed over to OWNER.

- 2.2 The scope of work is not limited to the respective bidding proposal sheet (BPS, Price Schedule) submitted by the bidder. Any work which is not included in the BPS, but specified in the Technical Specification, is deemed to be included in the Scope of Works without any financial implication to the OWNER. However, if the same is not specified either in the BPS or in the Technical Specification, it shall be executed by the Contractor for completion of package. The price of such works shall be decided mutually between the Contractor and OWNER taking the available Work Order(s) of the Utility or latest Market Price in to consideration.

### **3.0 ONLINE e-TENDERING SCHEDULE:**

- 3.1 The schedule for on line request, issue of bid document, date and time of submission of bid, date and time of opening of Techno-Commercial bid is as per Table-A in the e-NIT.
- 3.2 Date and Time of opening of Price Bids (Part-II) shall be informed to all the eligible bidders at a later date.
- 3.3 Bidders are requested to visit the proposed Works Sites and get familiarized fully with the site conditions & requirements before submitting the bid, preferably before pre-bid conference.

### **4.0 QUALIFYING REQUIREMENTS (QRs) OF BIDDER(S):**

#### **4.1 TECHNICAL QUALIFICATION:**

This bid is open to any EPC/Turnkey Contractor, who meets the following Technical qualifying requirement;

- i) The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully erected, tested and commissioned at least 05 nos. of 33/11 kV or higher voltage class Sub-Stations (having Transformer Capacity of 3.15 MVA or above) on EPC Contract / Turnkey Contract basis for any Distribution /Transmission Utility during Last Five Financial Years preceding to the year of NIT for AIS S/S. However, for GIS S/S Package(s), the requirement shall be at least 02 nos. of 33/11 kV or higher voltage class GIS Sub-Stations instead of at least 05 nos. of 33/11 kV or higher voltage class Sub-Stations mentioned above. Similarly for GIS containerized S/S Package(s) the requirement shall be at least 01nos. of 33/11 kV or higher voltage class GIS containerized Sub-Station. Further, in case of GIS containerized Sub-Station package(s) only, the global experience of the bidder or its foreign counterpart shall also be considered.
- ii) Out of the above (except for GIS and GIS containerized package), at least 02 (Two) nos. of 33/11 kV or higher voltage class Sub-Station should have been under successful operation for a minimum period of one year from the date of commissioning. In case of GIS and GIS containerized package at least 01 (One) no. of 33/11 kV or higher voltage class GIS and GIS containerized Sub-Station respectively should have been under successful operation for a minimum period of one year from the date of commissioning. For this purpose, in case of GIS containerized Sub-Station package(s) only, the global successful operation of the bidder or its foreign counterpart shall also be considered.
- iii) The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully constructed at least of 100KM of New 11 kV or higher voltage class Line(s) for any Distribution /Transmission Utility during Last Five Financial Years preceding to the year of NIT irrespective of the AIS /GIS.
- iv) Out of the above, at least 40 KM Line(s) should have been under successful operation for a minimum period of one year from the date of commissioning.

- v) The Bidder must upload copies of the relevant Work Orders along with Handing Over and Taking Over Certificate or Client certified copies of Completion Certificate in proof of successful execution of Works and Performance Certificates duly signed by the competent authority of the Client in proof of successful operation of the above quantum of works from any Distribution/Transmission Utility.

**Table: Tech-1**

**Work Experience Schedule**

<b>Work Order Ref.</b>				<b>Sub-Station/Lines Installed &amp; Commissioned</b>		
<b>Sl. No.</b>	<b>FY</b>	<b>Name of Client</b>	<b>Work Order Ref (No. &amp; Date)</b>	<b>Qty ( No. of Sub- Stations/ Kms of Lines) Installed</b>	<b>Date of Completion of Commissioning</b>	<b>Documents provided in proof of having completed the works during the relevant FY. (As an Attachment)</b>

**Note:**

1. The Tech-I (Work Experience Schedule) is in .XLS format as Schedule-IV of BPS hosted in the Tender portal and the same shall be keyed in by the bidder(s).
2. Supporting documents in favour of the above mentioned requirement shall have to be submitted/uploaded by the Bidder as an attachment to the e-tender folder (Attach 3.pdf of BPS).
- 3.Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder’s risk and may result in rejection of the Bid.

**4.2 BIDDER’S PERFORMANCE QUALIFICATION:**

The bidders who have earlier failed to execute even a single work order of the OWNER during last three financial years (excluding the current financial year) or who stand currently debarred/blacklisted by OWNER/any other Distribution/Transmission Utility shall not be eligible to participate in this tender. This is also applicable to joint venture (JV/Consortium) bidder. If any one of the joint venture partner suffers from any of the above disqualification, the bids submitted by the JV/Consortium shall be rejected.

**Note:**

1. The intending bidder shall furnish/upload the undertaking to this effect in the prescribed format enclosed as per **Annexure-XVII** as an attachment to the e-tender folder (**Attach 14.pdf**).
2. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder’s risk and may result in rejection of the Bid.

**4.3 BIDDER’S FINANCIAL QUALIFICATION:**

- 4.3.1 **MINIMUM AVERAGE ANNUAL TURNOVER:** The Minimum Average Annual Turnover (MAAT) requirement of the bidder (the average of best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than 50% of the estimated value of the package. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover over of the company only (excluding its sister companies) shall be considered for arriving at Annual Turnover.

*Note: MAAT is applicable independently for each package irrespective of the no. of packages in which bidder has participated.*

**Table-Fin-1**

**MAAT Schedule**

Sl. No	Financial Year	Annual Turnover in INR Crores	Best Three Annual Turnover in INR Crores
1			
2			
3			
4			
5			
A. Total of Annual Turnover for best 3FY			
B. = (A/3)			
Average Annual Turnover for best 3FY			

Note : 1.The bidder has to furnish the certificate from the Chartered Accountant certifying the turnover of the company only (excluding its sister companies) based on audited accounts of the last Five Financial Years.

- 4.3.2 **LIQUID ASSETS AND ACCESS TO CREDIT FACILITY:** Bidder shall be financially sound and stable. The liquid assets as per the Audited Accounts at the end of the last Financial Year and credit facility available from bank duly certified by the Bank at the end of the month preceding to the date of submission of the tender together as indicated in the following format should not be less than 25% of estimated cost of the package. For this purpose the liquid Assets and Credit facilities of Partners of JV shall be considered together.

*Note: Liquid Assets and Credit facilities are applicable independently for each package irrespective of the no. of packages in which bidder has participated.*

**Table-Fin – 2**

**Liquid Assets and Access to Credit Facility Schedule**

Package Quoted for	Estimated Cost of the Package (Rs. in Lakh)	Liquid Assets as on 31.03.20...		Credit Facility Month ending...	
		Description	(Rs. in Cr)	Description	(Rs. in Cr)
		Cash in Hand		Cash Credit	

		Cash at Bank		LC and BG	
		Fixed Deposits		Others (Pl Specify)	
		Total Liquid Assets		Total Credit Facility	

**Grand Total: Total Liquid Assets + Total Credit Facility.**

**Note:**

- (i) **Liquid Asset:** The liquid Assets as per the last Audited Accounts prior to the year of Tender shall be considered.
- (ii) **Access to Credit Facility:** The latest credit facility as per the Banker's Certificate as per the proforma (**Annexure-VIII**) at the end of Month preceding to the Month of Tender shall be considered.

4.3.3 **NET WORTH:** Net worth of bidder as per the audited financial results shall be positive on the last day of the preceding financial year.

Net Worth means the sum total of the paid-up share capital and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation) net of P&L A/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off.

**Table: Fin-3**

**Net Worth Schedule**

Sl. No.	Particulars	Amount (In Rs. Crore)
01	Paid-up share capital	
02	Free Reserves excluding the reserves created out of the following; i. Revaluation of assets. ii. Write Back of depreciation Provisions. iii. Amalgamation.	
03	Less, P&L A/C (Dr. balance)	
04	Less, Miscellaneous expenses to the extent not written off.	
	Total:	

Note: The above Table to be certified by Chartered Accountant.

4.3.4 In case of a bid submitted by a JV/Consortium, all the partners together shall be required to meet the turnover, credit facilities and net worth criteria.

**4.4 STATUTORY DOCUMENTS REQUIRED:**

Bidders shall have to upload the following valid statutory documents to meet the qualifying criteria.

- i. Electrical (HT) Contractors license for Electrical Works from anywhere in India.
- ii. Certificate Of Incorporation
- iii. IT PAN
- iv. IT return for last 3 years.
- v. VAT/CST Registration Certificate.

vi. Service Tax Registration

vii. EPF Registration.

Note: 1. The Bidder shall have to furnish ESI and Labour license within 45 days of receipt of the LOA.

2. If the contract does not possess the Valid HT License in the State of Odisha, the contract shall have to apply for project license to the Secretary, ELBO, Odisha by depositing the requisite fees before signing the contract agreement.

3. In case of JV/Consortium, statutory documents mentioned at Sl. No. 07 of clause-4.6 , are to be uploaded.

#### 4.5 BID CAPACITY QUALIFICATION:

A bidder shall meet the following bid capacity Qualification Criteria along with other Techno-Commercial Qualifying requirement before his bid is considered for opening of the price bid.

i.	Bidder's Bid Capacity	The Bidder's bid capacity will be limited to 200% of the highest Annual Turnover of the company only (excluding its sister companies) of one year out of preceding five Financial Years from the year of NIT.
ii.	Bidder's Participation in the bid	A bidder may participate in the bidding of any of the package(s) irrespective of bidders bid capacity.
iii.	Bidder's Techno-Commercial Eligibility based on the Bidder's Bid Capacity Qualification.	<p>a. A bidder may be Techno-Commercially eligible for any of the package(s) based on the Qualifying Requirement (except the Bid Capacity Qualification).</p> <p>b. The Price Bids of the Packages shall be opened independently package wise in a sequential manner as decided by the OWNER on a reasonable basis.</p> <p>c. Bid Capacity Qualification of the bidder shall be equal to or less than the Bidder's Bid Capacity.</p> <p>d. For the purpose of determining the Bidder's Bid Capacity Qualification, the sum total of the following shall be considered.</p> <ul style="list-style-type: none"> <li>➤ <b>For Contracts Awarded in Favor of the Bidder (L-I):</b> The Contract Prices of the Package(s) awarded.</li> <li>➤ <b>For Package(s) finalized but yet to be Awarded in Favor of the Bidder (L-I):</b> The evaluated Prices of the Package(s) yet to be awarded.</li> <li>➤ <b>For Package for which price bid is to be opened where the Bidder has participated:</b> The estimated cost of the Package is to be opened.</li> </ul> <p>e. In an event a bidder is not Techno-Commercially qualified after considering the bid capacity qualification as stated at Para-d above, his price bid shall not be considered for opening of the price bid and the same shall be returned to the bidder.</p> <p>f. After opening of the price bid of the Package on the basis of bidders bid capacity qualification</p>



		mentioned above, if the evaluated price of the bidder becomes (L-I) and exceeds the estimated cost of the said Package, the price bid of the bidder shall not be rejected on this ground.
iv.	Award for the Package(s)	A bidder will be awarded maximum number of three (03) packages or his bid capacity qualification whichever is lower. However, in case a bidder's highest Annual Turn Over of the company only (excluding its sister companies) of one year out of preceding Five (05) years is more than Rs. 1,000 crore he can be awarded maximum number of five (05) packages based on L-I price subject to fulfillment of other qualifying requirements.

**Note: In case of Joint Venture/Consortium, the partners of the JV/Consortium firm together shall meet the above criteria.**

**Table (FIN-4)**

**Bidder's Bid Capacity Schedule**

Sl. No	Financial Year	Annual Turnover of the company only (excluding its sister companies) ( In Rs. Cr.)	Bidders Bid Capacity ( In Rs. Cr.)
01	FY .....		Limited to 200% of the highest Annual Turnover of the company only (excluding its sister companies) of one year out of preceding Five Financial Years from the year of NIT.
02	FY.....		
03	FY.....		
04	FY.....		
05	FY.....		

NOTE: The bidder has to furnish the year wise turnover certificate from the Chartered Accountants based on Audited Account.

#### 4.6 JOINT VENTURE/CONSORTIUM QUALIFICATION:

Bid submitted by a Joint Venture/Consortium Bidder shall have following qualifying requirement:

Sl. No.	Qualifying Requirements	Remarks
01	Status of JV Partners	All Partners of JV/Consortium shall be domiciled in India. Both the partners shall be EPC/TURKEY contractors. However, one of the partners may be a Manufacturer of Transformers or Switch Gears having Average Annual Turnover (excluding its sister companies) of Rs. 100 crore or more based on the average of best Three Financial Years out of the Last Five Financial Years proceeding to the year of NIT. Such JV/ consortium may be formed through

		JV/Consortium Agreement as per the format and manner specified in the annexure to this Tender Documents. The JV/Consortium need not be registered.
02	No. of Partner(s)	Maximum number of Partners in a JV/Consortium for a Package is limited to TWO (02) only.
03	Techno-Commercial Criteria	JV/Consortium Partners together should meet 100% of the Technical qualifying requirement (Sub-Stations Work and Line Works).
04	Financial Criteria	Each partner of the joint venture(JV)/Consortium shall meet at least 15% of the financial criteria given below for the Joint Venture/Consortium to qualify in financial criteria;
a.	MAAT	The Minimum Average Annual Turnover (MAAT) requirement of the JV/Consortium partners together (the average of best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than 50% of the estimated value of the package. Annual Turnover of the company only (excluding its sister companies) shall be considered.
b.	Access to Liquid Assets and Credit Facility	The liquid assets at the end of the last Financial Year and credit facility available from bank duly certified by the Bank at the end of the month proceeding to the date of submission of the tender of the JV/Consortium partners together should not be less than 25% of estimated cost of the package.
c.	NET WORTH	Net worth of each JV/Consortium Partner as per the audited financial results shall be positive on the last day of the preceding Financial Year.
05	BID CAPACITY	Bid capacity of the JV/Consortium shall be limited to sum of 200% of the highest Annual Turnover of one year out of preceding five Financial Years of both the partners taken together. Annual Turnover of the JV/Consortium company only (excluding its sister companies) shall be considered.
06	Contract Performance Bank Guarantee	The Contract Performance Bank Guarantee of 10% of the Contract Price shall be proportionately split between the JV/Consortium Partner(s) (Lead Partner and other JV/Consortium Partner) in the ratio of their share in the JV/Consortium agreement, who will be submitting the CPBG accordingly.
07	Statutory Valid Documents	Both the partners in the JV/Consortium should submit the following documents in part-I bid as part of qualifying criteria. i. Valid Electrical (HT) license issued by the Authority anywhere in India (for any of the partner of JV/Consortium). ii. PAN & TIN No.(for both the partners of JV/Consortium)

		<p>iii. EPF registration. (for any of the partner of JV/Consortium).</p> <p>iv. Service Tax Registration. ( for both the partners of JV/Consortium)</p> <p><b>Note:</b></p> <p>a. The JV/Consortium shall have to furnish, ESI and Labour license within 45 days of receipt of the order.</p> <p>b. The JV/Consortium shall have to apply for project license before Secretary, ELBO, ODISHA by depositing the requisite fee before signing the contract agreement.</p>
08	Lead Partner of JV/Consortium	<p>One of the partners shall be nominated as Lead Partner by the JV/Consortium, and the lead partner shall be exclusively authorized to incur liabilities and receive instruction for and on behalf of JV/Consortium and its other partner. This authorization shall be evidenced by submitting a power of attorney and JV/Consortium agreement signed by legally authorized signatories of the partners as per Proforma (<b>Annexure-IX</b>).</p>
09	Liability of the JV/Consortium Partner(s)	<p>All partners of the JV/Consortium shall be jointly and severally liable for the execution of the Contract.</p>
10	Conflicting of Interest	<p>A Partner of a JV/Consortium Bidder shall not have a conflict of interest with the other Partner of the JV/Consortium. A JV/Consortium Bidder may be considered to have a conflict of interest with other bidder in this bidding process, if:</p> <p>a. A Partner of one JV/Consortium is also a Partner in another JV/Consortium participating in this bidding process, or</p> <p>b. Any Partner of the JV/Consortium bidder participates independently in this bidding process, or</p> <p>c. the JV/Consortium Bidder receives or has received any direct or indirect subsidy from any other bidder or Partner of any other JV/Consortium Bidder participating in this bid, or</p> <p>d. JV/Consortium Bidder and its Partners have the same legal representative for purpose of this bid, or</p> <p>e. The JV/Consortium Bidder has a relationship with another JV/Consortium , directly or through common third parties, that puts them in a position to have access to information about or influence on the bidding process of the Owner, or</p> <p>f. The bidder or any of its affiliates or in the case of JV/Consortium, any of the JV/Consortium partner or their affiliates has participated as a consultant in the preparation of the design or technical specifications of the equipment and installation Services that are the subject of the bid. or</p> <p>g. A bidder or any of its affiliates has been hired (or is</p>

		<p>proposed to be hired) by the Owner as Project Manager for the contract.</p> <p>h. In case of conflict of interest all the concerned bidders shall be disqualified.</p>
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#### 4.7 OTHER MANDATORY REQUIREMENTS:

In addition to the above qualifying criteria, following shall also be complied with for Techno-Commercial eligibility;

- 4.7.1 The bidder shall comply the requirement of e-tendering process.
- 4.7.2 All bids must be accompanied by a Tender Cost, Bid Security (EMD) and Tender processing Fees strictly as per the tender requirement and the same shall be delivered to the OWNER before the schedule date and time given in the tender.
- 4.7.3 Bidder should ensure submission of complete information/documentation prior to the date line mentioned in the tender.
- 4.7.4 The bidder must ensure that the bids are received in the specified Tender Portal of the OWNER by the date and time indicated in the Tender notice.
- 4.7.5 The above stated requirements are a minimum and OWNER reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of OWNER, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.
- 4.7.6 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.

**Note:**

1. The bidder(s) shall ensure that the formats required above are available in XLS format as schedules to the Bid Proposal Sheet in the e-Tender portal of OWNER under Bid Form and the same shall be keyed in by the bidder(s).
2. Supporting documents in support of above mentioned requirement shall have to be submitted/uploaded by the Bidder(s) as an attachment (.pdf) in the e-tender Portal of OWNER.
3. The bidders are requested to go through the checklist at Schedule-III to ensure above.

#### 5.0 IMPORTANT INSTRUCTION TO BIDDER:

- 5.1 Those bidders who have submitted their bids on line shall submit the following to OPTCL in original;
  - a) Tender Cost in shape of D.D. issued in favour of the OPTCL payable at Bhubaneswar.
  - b) Tender Processing fees in shape of DD issued in favour of K.S.E.D.C.Ltd, Bengaluru payable at Bengaluru.
  - c) Earnest Money Deposit issued in favour of the OPTCL in the form of Bank Guarantee/Demand Draft.

In case for any reason the bidder fails to submit the above to the tender opening authority before the due date of submission of the e-tender, the bid shall be considered as invalid as if the bidder has not paid/submitted/deposited the said requisite fees for consideration of their bid.

- 5.2 Interested bidders may visit “[www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL)” or “[www.optcl.co.in](http://www.optcl.co.in)” for participating in the tender. For any clarification, they may contact Project Manager,

- 5.3 A pre-bid conference shall be held as per the following programme. The interested bidders may raise the queries, if any, in writing package wise, 02 days prior to the pre-bid conference, which shall be clarified during the pre-bid conference along with other issues raised in the pre-bid conference. All the clarifications / amendments to the bidding document shall be uploaded in OPTCL website/Tender Portal. Queries after the pre-bid conference will not be entertained.

Sl No	Date and time of Pre-bid conference	Venue
1	<b>No Pre-bid meeting shall be held for this package.</b>	4 <sup>th</sup> Floor, OPTCL CORPORATE BUILDING , JANPATH, BHUBANESWAR-22

**Important Note:** Bidders are requested to regularly visit Official website of OPTCL/ Tender Portal only for amendment/errata/corrigendum (if any) and any other information regarding these tenders. Bidders, who are downloading the bid document from website, are requested to inform OWNER about their company details and address for communication.

- 5.4 If it is not possible to open the tender on the scheduled date and time due to any technical reason the said bid will be opened on a later date at the earliest. If the opening of the bid is re-scheduled the same shall be intimated to the participant bidder(s) through system generated e-mail.

## **5.5 DOCUMENTS/SCHEDULES TO BE FURNISHED / UPLOADED / KEYED-IN:**

- 5.5.0 The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid-Part-I & Price Bid –Part-II):

### **1. Techno-Commercial Bid-Part-I:**

#### **(A) Hard Form of Documents ( In Original):**

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of submission of the Tender.

- (i) DD towards Tender Cost, DD/BG towards Bid Security (EMD) and DD towards Tender Processing Fees.
- (ii) Power of Attorney /notarized copy for signing the bid document.
- (iii) Joint Venture Agreement & Power of Attorney of Joint Venture (In case of Bid from Joint Venture)

#### **(B) Soft Form of Documents (Scanned Copy to be uploaded in the Tender Portal):**

Following are the Soft form of scanned documents in .pdf file to be uploaded on the Official Tender Portal of OPTCL “www.tenderwizard.com / OPTCL” as an attachment.

Sl No	Description	.Pdf file reference
1	DD towards Tender Cost, DD/BG towards Bid Security (EMD) and DD towards Tender Processing Fees.	Attach 1.pdf
2	i. Power of Attorney /notarized copy for signing the bid document. ii. Joint Venture Agreement & Power of Attorney of Joint Venture (In case of Bid from Joint Venture).	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: <ul style="list-style-type: none"> <li>i. Work Orders (including detailed bill of quantity for supply &amp; erection works)</li> <li>ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above.</li> <li>iii. Performance Certificate in respect of the work orders furnished as above.</li> <li>iv. Valid HT Electrical License of the EPC Contractor available from anywhere in India of any the partners. (In case of JV/Consortium Valid HT license available from anywhere in India of any the partners).</li> </ul>	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: <ul style="list-style-type: none"> <li>i. Audited Annual Accounts for last 05(five) years.</li> <li>ii. Turn Over of the company (excluding its sister company) duly certified by Chartered Accountants.</li> <li>iii. Un-utilized Credit facilities certificate from the Banker.</li> </ul>	Attach 4.Pdf
5	Scanned copies of Statutory Documents; <ul style="list-style-type: none"> <li>i. Certificate of Incorporation.</li> <li>ii. IT PAN.</li> <li>iii. IT Return of last three years.</li> <li>iv. VAT/CST Registration Certificate.</li> <li>v. SERVICE TAX Registration Certificate.</li> <li>vi. EPF &amp; ESI Registration Certificate etc.</li> </ul>	Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). <b>Note: The enclosed Schedules specified in the BPS are in the XLS format and Attachment (in.pdf), the same shall be keyed-in/ uploaded by the Bidder in the tender portal separately.</b>	Attach 6.pdf
7	<b>Un priced schedules</b> –duly signed and stamped mentioning applicable rate structure considered in their price bid as per <b>Annexure-XXI</b> along with documentary evidence pertaining to exemption/concession on taxes & duties.	Attach 7.pdf
8	NIL Deviations Schedule- Commercial to be submitted as per the prescribed format duly signed. (Annexure-XX)	Attach 8.pdf
	Technical Deviation Schedule to be submitted as per the	Attach 9.pdf

9	prescribed format duly signed and uploaded ( Annexure-XIX)	
10	Work Completion Schedule to be signed and uploaded as per the format (Annexure-XVI)	Attach 10.pdf
11	List of Major Bought out items and their Manufacturer Vendors as per the format (Annexure-XVIII)	Attach 11.pdf
12	Undertaking for piling foundation work as per the format (Annexure-XV)	Attach 12.pdf
13	Manufacturer Vendor's Authorization Form as per the format (Annexure-XIV-A/B)	Attach 13.pdf
14	Under taking for black listing and debarring action as per the format (Annexure-XVII)	Attach 14.pdf
15	Fraud Prevention Declaration as per the format (Annexure-XIII)	Attach 15.pdf
16	Any Other relevant documents	Attach 16.pdf

**( C ) Filling & KEY-IN of the Schedules (XLS) in the Tender Portal :**

Following are the schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format in the [www.tenderwizard.com / OPTCL](http://www.tenderwizard.com/OPTCL) portal.

Sl. No.	Particulars	Schedules in XLS format
1	Bidders information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Table- Tech-I	Schedule-IV
5	Table- FIN No 1, 2, 3 & 4	Schedule-V
6	Guaranteed Technical Particulars (GTP)	Schedule-VI

**2. Price Bid –Part-II:**

Following are the price schedules in XLS format to be downloaded, filled in and uploaded by the Bidder as per the OPTCL format and to be uploaded on the official web-site of the OPTCL: [www.tenderwizard.com / OPTCL](http://www.tenderwizard.com/OPTCL) portal.

1	Components of Price	Schedule- (VIIA & VIIB)
2	Summary Price Proposal	Schedule-VIII

**Note: In case Bidder is a JV/consortium, the above schedules and attachments may be uploaded / keyed in by any of the partners. However, the price bid shall be keyed in by the lead partner.**

**6.0 e-TENDERING PROCESS GUIDELINES:**

**6.1 e-Tendering information:**

6.1.1 Tender Forms can be downloaded from the e-Tendering Portal of OPTCL, [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) after entering the details of payment towards Tender processing Fees as per the **Tender Schedule**.

- 6.1.2 Tenderers should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to “tender wizard.com/OPTCL” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 6.1.3 The prospective bidders are advised to register their user ID, Password, company ID with website “www.tenderwizard.com/OPTCL” by clicking on hyper link “Register Me” for the use of Electronic Tendering.
- 6.1.4 For any assistance on the use of Electronic Tendering System, contact help desk number, 080- 40482000(Bengaluru).
- 6.1.5 Tenderers should install the 'Mandatory System Requirement' available on the Home Page of www.tenderwizard.com/OPTCL under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

## **6.2 Enrolment of Bidder(s) on Electronic Tendering System:**

- 6.2.1 The Bidder interested in participating in the Tenders of OPTCL using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

## **6.3 Short listing of Bidder(s) for Price Bid Opening:**

- 6.3.1 The Tendering Authority will first open the Technical Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. The shortlisted Bidder(s) will be intimated by email.

## **6.4 Opening of the Price Bids:**

- 6.4.1 The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the OPTCL e-Tendering Portal immediately after the completion of opening process.

## **7.0 DISCLAIMER:**

- 7.1 This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In XLS Formats) uploaded in the e-tendering portal of the OWNER, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 7.2 Neither OWNER nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Owner or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.



- 7.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the OWNER, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the OWNER. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.
- 7.4 This document and the information contained herein are Strictly Confidential and are for use of only the person (s) for whom it is loaded/ is participating or intending to participate in the e-tendering process. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).
- 7.5 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Tender Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.
- 7.6 Every effort is being made to keep the Tender Portal up to date and running smoothly 24 x 7 by the OPTCL and the Service Provider. However OPTCL takes no responsibility, and will not be liable for, the Tender Portal being temporarily unavailable due to any technical issue at any point of time.
- 7.7 In that event OPTCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.
- 7.8 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
- 7.9 OPTCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of Tender Portal and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

**B. e-BIDDING DOCUMENTS:**

**8.0 COST OF e-BIDDING:**

- 8.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including pre and post-bid discussions, technical and other presentations etc., and OWNER will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the e-bidding process.

**9.0 CONTENTS OF e-BIDDING DOCUMENT:**

- 9.1 The Scope of works, bidding procedures and contract terms are prescribed in the e-Bidding Document.

The e-Bidding Document is a compilation of the following sections:

**1. Tender Notification :**

**2. Bid Documents (Free View) :**

**VOLUME-I :**  
Section-I : NIT.

Section-II : ITB.  
Section-III : GCC-SUPPLY  
Section-IV : GCC-ERECTION  
Section-V : BID PROPOSAL SHEET  
Section-VI : ANNEXURES

**VOLUME-II :**

**Section-I : SCOPE OF WORK, TECHNICAL SPECIFICATIONS.**

**Section-II : GUARANTEED TECHNICAL PARTICULARS (GTP)**

**3.0 Bid Forms (In XLS Format) :**

Section -I : TECHNO-COMMERCIAL SCHEDULES

Section -II : PRICE SCHEDULES

**10.0 UNDERSTANDING OF e-BID DOCUMENTS:**

- 10.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of OPTCL not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.

**C. PREPARATION OF BIDS:**

**11.0 LANGUAGE OF BID:**

- 11.1 The bid prepared by the Bidder and all correspondences and documents relating to the e-bid, exchanged by the Bidder and OWNER, shall be written in the English language, provided that any printed literature furnished by the Bidder in any other language is acceptable so long as it is accompanied by its English translation. Failure to comply with this may disqualify a bid. For purposes of interpretation of the e-bid, the English translation shall govern.

**12.0 LOCAL CONDITIONS/SITE VISIT:**

- 12.1 It will be imperative on each Bidder to fully inform himself of all local conditions/sites and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. In this regard details of locations and Topography have been provided to the extent possible.
- 12.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to OWNER, nor any change in the time schedule of the Contract arising thereof shall be permitted by Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

**13.0 BID SECURITY (EARNEST MONEY DEPOSIT):**

- 13.1 The Bidder shall furnish, as part of its bid, bid security for an amount as specified in the e-NIT. The bid security (in form of Bank Guarantee) shall be valid for a period of **240 (Two Hundred Forty) days** from the last date of submission of bids as mentioned in the original e-tender notice.

- 13.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture. The bid security shall be made payable to **ODISHA Power Transmission Corporation Ltd.** without any condition whatsoever.
- 13.3 The bid security shall be denominated in Indian Rupees only and shall be in one of the following forms:
- a) Crossed Bank Draft/Pay order in favour of **ODISHA Power Transmission Corporation Ltd.**, payable at **Bhubaneswar**, from any scheduled bank.
  - b) Irrevocable Bank Guarantee issued by any scheduled bank as per **Annexure-I** in favour of "**ODISHA Power Transmission Corporation Ltd.**" en-cashable at Bhubaneswar Branch of the Issuing Bank only ( As per the list of Bank mentioned in Annexure).
- 13.4 The bid security (EMD) shall be scanned and uploaded along with the Techno-Commercial bid (Part-I).
- 13.5 The required bid security shall be physically handed over to the OWNER in one original and two copies on or before the last date and time of submission of the bid specified in the tender.
- 13.6 Any bid security (EMD) not submitted in accordance with paras mentioned above will make the bid non-responsive and liable for rejection by OWNER.
- 13.7 The bid security may be forfeited:
- a) If a Bidder withdraws/modifies its bid during the period of bid validity specified in the bid documents or an extended bid validity period as agreed to by the Bidder from the time to time; or
  - b) If a successful Bidder does not acknowledge the Letter of Award (LOA) within the time schedule; or
  - c) If the successful Bidder fails to furnish the Contract performance Bank Guarantee within 30 calendar days after the date of Letter of Award or fails to sign the contract agreement.
- 13.8 Non-Responsive Bidder's Bid Security will be discharged /returned as promptly as possible by OWNER.
- 13.9 The Responsive Bidder's Bid Security will be kept valid and discharged upon the successful Bidder's signing of the contract agreement and submission and acceptance of the Contract Performance Bank Guarantee.
- 13.10 The successful Bidder's Bid Security will be kept valid and discharged upon the Bidder's signing of the contract agreement and submission and acceptance of the Contract Performance Bank Guarantee.
- 13.11 No interest shall be payable by OWNER on the above Bid Security.
- 13.12 In case the bid is submitted by a Joint Venture, the Bid Security shall be in the name of the Lead Partner.

#### **14.0 PERIOD OF VALIDITY OF BIDS:**

- 14.1 Bids shall be kept valid for **180 (One Hundred Eighty) days** after the date of bid opening as mentioned in the original tender notice. A bid valid for a shorter period will be considered as non-responsive.

14.2 In exceptional circumstances, OWNER may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (including FAX or email or tender portal). The bid security provided above shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid security against such request.

**15.0 BID PRICE:**

15.1 The bidder shall quote the total price (Supply & Erection) inclusive of all Taxes and Duties showing details of breakup as per the Price bid Forms specified in e-tender portal. The details of price schedules are to be duly filled in and uploaded in the e-tender portal as per the Schedule(s).

15.2 The Price component for Supply (Ex-Works/Basic Price) shall remain FIRM during the contract period and shall not be subject to any variation whatsoever. However, any statutory variation in the rates of Taxes & Duties as applicable at the time of delivery of the materials during the approved contract period shall be to the account of the OWNER, against documentary evidence.

15.3 The price component for erection shall also remain FIRM during the contract period except statutory variation in the Service Tax. Any changes in the rates of Service Tax within the approved contractual completion period, the same shall be to the account of the OWNER, against documentary evidence.

15.4 No price variation to Ex-Works/Basic Price is allowed under this contract.

15.5 The price component of comprehensive AMC charges for 3 years (in case of GIS S/S Packages) shall be FIRM during the AMC period except statutory variation in the Service Tax. Any changes in the rate of Service Tax within the AMC period, the same shall be to the account of the DISCOM/OWNER, against documentary evidence.

15.6 The Bidder shall furnish the price break-up for the Supply Component in the appropriate schedule of Bid Form to indicate the following:

- i) Ex-works price/ Basic Price (including Packing) of the equipment/materials (including tools and tackles etc).
- ii) Packing and forwarding.
- iii.) Excise Duty, Sales Tax (CST/VAT) payable on the transactions.
- iv.) Charges towards freight and insurance for delivery of the equipment/ materials up to their final destinations.
- v.) Other statutory levies (Entry TAX etc.) payable on the transactions.
- vi) Any other charges as per the requirement of General Conditions of Contract/ Technical Specifications.

15.7 The Bidder shall furnish the total Erection Price inclusive of WCT & Service Tax at the applicable rate (without considering Reverse Mechanism) and any other charges required for completion of Erection & Commissioning as part of the scope of work in the appropriate schedule of Bid Form.

15.8 The Bidder shall furnish the comprehensive AMC charges for GIS S/S Packages for 3 years (year wise) inclusive of Service Tax in the appropriate schedule of Bid Form.

15.9 The revised/supplementary price bid shall not be considered for evaluation unless otherwise specifically asked by the OWNER.

15.10 Labour cess will be applicable both on supply and erection portion and it shall be to the Contractor's account as Employer. The contractor needs to take necessary registration under the Act dealing with labour cess.

**16.0 PRICE BASIS AND PAYMENTS:**

- 16.1 The Bidder shall quote in their proposals total price for each package covering entire scope of works as per the Technical Specifications and comprehensive AMC charges for 3 years (in case of GIS S/S Packages). Bidders not quoting in the formats/schedules specified for the Price bid proposal shall be rejected.
- 16.2 The OWNER shall furnish the price break up considering the Bill of Quantity and Unit Rates for each Sub-station with Associated Lines of the package along with the LOA. The sum total of price for each Sub-station with Associated Lines shall match with the contract price for the package both for supply and erection.
- 16.3 The technical descriptions/specifications of items specified in the BOQ of Bidding Documents shall not be construed to limit the scope of work, and the same shall be read in conjunction with other parameters mentioned in the Technical Specifications and elsewhere in the bid documents to cover the entire scope of work.
- 16.4 Bidder shall indicate bid prices in Indian Rupees only.
- 16.5 Bidder shall furnish the details of Bank account in the prescribed format (Schedule of EFT Form) at Bid Proposal Sheet (BPS) along with bid in order to facilitate the owner to release payment electronically through Electronic fund Transfer system, if possible at the time signing of the contract agreement.
- 16.6 Statutory deductions (TAX, CESS etc) as applicable shall be effected.
- 16.7 Payment for the Supply & Erection shall be made as per the terms & Conditions of payment mentioned in the General Condition of Contract (Supply or Erection as applicable).
- 16.8 Payment for the AMC charges shall be made as per the rates quoted in their price bid by the DISCOM as per the AMC agreement.

**17.0 TAXES AND DUTIES:**

- 17.1 **Transaction between the Contractor and their Vendors:** All Customs Duties, Excise Duties, Cess, Sales Taxes/VAT , Entry Tax and other Statutory Levies payable by the Bidders in respect of the transaction between the Bidder and their vendors while procuring any components, sub-assemblies, raw materials and equipment, shall be included in the bid price and no separate claim on this behalf will be entertained by the OWNER. However, any statutory variations in rates of taxes & duties during the contract period on the bought out items directly dispatched from the works of the Vendors of the Contractor shall be to the OWNER's account. The said statutory variations in the taxes & duties shall be payable/receivable based on the TAX INVOICE vis-à-vis the amount of taxes and duties breakup shown in the price schedule submitted by the Contractor at the time of bidding. However, the payment towards changes in rates of taxes and duties shall be made to the contractor to the extent the resultant price after applying the revision in taxes and duties exceeds the quoted price.
- 17.2 **Transactions between the OWNER and the Contractor:** Excise Duties, Sales Tax (VAT/CST), Entry Tax and other statutory levies in respect of the transactions between OWNER and the Contractor under the Contract, if any, shall not be included in the Ex-Works Supply Price but they should be indicated separately wherever applicable in the Bid Proposal Sheets. However, any statutory variation in the rates of Taxes & Duties as applicable at the time of delivery of the materials during the approved contract period shall be to the account of the OWNER, against documentary evidence. For the purpose of Entry Tax, if the bidder quotes nil against Entry Tax it will be deemed to be included/exempted

in their quoted price and the same shall be borne by the bidder. If the bidder indicates that Entry Tax is to OWNER's Account, the amount of Entry Tax ( ..% age of sum of Ex-Works including Packing + Excise Duty+ Sales Tax/VAT + Freight & Insurance) as applicable shall be loaded to the Price quoted by the bidder for the purpose of evaluation.

- 17.3 Concessional Sales Tax declaration forms, as admissible, would be issued to the contractor, on their request, by OWNER for all items (as identified in the price schedule of the bid) to be supplied directly by the contractor and also in case of sourcing from Vendor through transit sales as may be permissible.

In the event the OWNER is required to issue Way bill, the OWNER will be required to pay Entry Tax on materials entering in to the State. If the Contractor has quoted nil against the Entry Tax in their bid, in such a case the Entry Tax amount paid by the OWNER shall be deducted from the Bill of Contractor. If the Contractor has quoted the Entry Tax in their bid, in such a case the Entry Tax amount paid by the OWNER shall be recovered from the Bill of Contractor, if the Entry Tax is included in their bill.

- 17.4 As regards the Direct Taxes such as Income Tax, Surcharge on Income Tax etc and other statutory payments and other corporate taxes for which the contractor is liable shall be responsible for such payments to the concerned authorities.
- 17.5 The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OWNER from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by OWNER.
- 17.6 Discount (in % age or Lump sum), if any, offered by the bidder against the item schedule shall be expressly mentioned by the bidder in the bid form
- 17.7 Discount in % age as quoted by the Bidder, if any, shall be applied pro-rata on the amount quoted for individual item of the respective schedule before the discount.
- 17.8 If the discount is given at negotiation stage, if any, in Lump sum manner, the same will be converted into % age term and Para 17.7 shall be applied.
- 17.9 Bidder shall furnish the applicable rate structure of tax & duties in the un-priced schedules prescribed in the bid forms of the e-tender portal.
- 17.10 In case of any changes in the rate of taxes and duties after the submission of the bid, but before the evaluation of the price bid, the revised rate shall be considered for evaluation. Similarly, if the rate of taxes and duties changes after the evaluation of the bid and before the issue of LOA, the revised rate shall be considered for issue of LOA.

**18.0 INSURANCE:**

The Bidder's insurance liabilities pertaining to the scope of works are detailed out in clauses titled 'Insurance' in General Terms and Conditions of Contract and in Erection Conditions of Contract of this Vol.I Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

**D. SUBMISSION OF e-BIDS:**

**19.0 MODE OF SUBMISSION OF e-BID**

- (i) The bidder shall submit the bid in Electronic Mode only i.e. in [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) portal, package wise. The bidder must ensure that the bids are received in the specified tender portal of the OWNER by the date and time indicated in the Tender notice.
- (ii) Bids submitted by telex/telegram will not be accepted.
- (iii) The OWNER reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

**20.0 DEADLINE FOR SUBMISSION OF e-BIDS:**

- 20.1** Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com](http://www.tenderwizard.com) /OPTCL on or before the submission time and date as stipulated in the bidding document. Tender cost, Tender Processing Fees, Bid Security (Earnest Money Deposit), Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) must be received by the OWNER at the address specified under ITB not later than the time and date stated in the tender notification.
- 20.2** The OWNER may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB & for the reasons specified therein at any time prior to the time and date of submission of bid, in which case all rights and obligations of OWNER and bidders will thereafter be subject to the deadline as extended.

**21.0 LATE BIDS:**

- 21.1** Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., Tender Cost, Tender Processing Fees & Bid Security,) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., Tender Cost, Tender Processing Fees & Bid Security)] shall be returned unopened to the bidder.
- 21.2** Hard copy of the bid security (EMD), Tender Cost and Tender Processing Fees of the bid received by the OWNER after the deadline for submission of bid prescribed by the OWNER pursuant to ITB will be considered as late bid even if the bidder has uploaded the bid within the stipulated deadline. In such a case, the bid shall be rejected and shall not be considered at all any further. The late document (Tender Cost, Tender Processing Fees & Bid Security) received shall be returned unopened to the bidder.

**22.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 22.1** Bidder may modify or withdraw its bids through the relevant provisions on the portal [www.tenderwizard.com/OPTCL](http://www.tenderwizard.com/OPTCL) up to due date and time of submission of bid indicated in tender notification.
- 22.2** The Bidder's modifications shall be done and submitted as follows:
  - (i) Modified Electronic form of the bid as per the provision of portal therein.

(ii) Soft copy of the entire bid if any modification is there.

- 22.3 Bidder may withdraw its bid through the relevant provisions of portal only.
- 22.4 No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids.
- 22.5 Withdrawal/modification of submitted bid before the expiry of bid validity shall result forfeiture of Bidder's bid security, pursuant to ITB.

## **E. BID OPENING AND EVALUATION:**

### **23.0 CLARIFICATION OF BIDS:**

- 23.1 Prior to detailed Techno-Commercial package wise bid evaluation, the OWNER may, at its discretion, ask the Bidder(s) for a clarification of its bid. In case of erroneous/non submission of documents related to Techno-Commercial qualifying requirement, the OWNER may give the Bidder(s) not more than 07 working days notice to rectify/furnish such documents, failing which the bid shall be considered as non-responsive. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 23.2 Techno Commercial discussion with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization from his organization to attend the discussion and sign the minutes of meeting on behalf of the organization. The authorized representative must be competent and empowered to settle all technical and commercial issues without any price implication to the OWNER.

### **24.0 EVALUATION OF TECHNO-COMMERCIAL & PRICE BID:**

- 24.1 Evaluation of Techno-Commercial Part of Bid: The bids shall be independently evaluated package wise. Prior to detailed Bid evaluation, the OWNER will determine the substantial responsiveness of each Bid with respect to the Qualifying Requirement & other Bid Document requirements based on attachments uploaded (in .pdf formats) and Keyed in Schedules (in XLS formats) contained in the official e-tender portal of the OWNER and any other documents required to be furnished as per the clarifications sought for by the OWNER. A substantially responsive Bid is one, which conforms to the terms, condition and specification of the Bid Documents including e-tendering provisions without material deviation. A material deviation is one which affects or is likely to affect in a substantial way the scope of work, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents and formats/schedules mentioned in e-tendering provision, the OWNER's rights or the Bidders' obligations as envisaged in the Bidding Documents and would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Further examination of only such Bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by the OWNER. OWNER may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.



- 24.2 The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those Bidders who take complete responsibility and who Bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.
- 24.3 A bidder may be Techno-Commercially eligible for any of the package(s) based on the Qualifying Requirement (except the Bid Capacity Qualification).
- 24.4 Thereafter, the bid capacity qualification shall be determined for respective bidder(s) to decide the no. of Package(s) for which price bid of bidder(s) shall be opened.
- 24.5 Opening of Price Part of Bid:** Priced commercial part of only those Bidders, whose Bids are considered Techno-commercially responsive and meeting the Bid Capacity Qualification Criteria shall be opened package wise at a later date.
- 24.6 Evaluation of Price Bid:** The Bid Price (Total of Supply and Erection) quoted by bidder in case of package(s) covering AIS S/S and the Bid Price (Total of Supply and Erection Plus comprehensive AMC cost for 3 years) in case of Package(s) covering GIS S/S shall be evaluated package wise separately in the following manner.
- 24.6.1 Arithmetical Correction:**
- i. The price of all such items(s) against which bidder has not quoted rates/amount (viz. items left blank or against which “nil”/ “-“ / “0” is indicated) in the schedule will be deemed to have been quoted free of cost or included in other item(s) and covered in the total quoted bid price.
  - ii. (a) The Bidder should ensure that the unit prices for the same item furnished in various price schedules are consistent with each other. In case of any inconsistency in the Unit prices furnished in the price proposal of the bidder, the same shall be identified by the OWNER and OWNER shall consider the highest Unit price of the bidder for the purpose of evaluation and use the actual unit price quoted in their respective price schedule for the purpose of award of the Contract. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the respective price schedule.  
  
(b) If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender, the tendered quantity will prevail.  
  
(c) If there is a discrepancy between words and figures, the amount in words will prevail.
  - iii. The taxes and duties shall be considered for evaluation based on the applicable rate of taxes and duties mentioned in the Un-Priced Schedule (in .pdf Format) supported with the documentary evidence for exemption/concessional rate of Taxes & Duties. In the absence of any documentary evidence for exemption/concessional rate of Taxes & Duties, the applicable taxes and duties shall be considered for evaluation irrespective of the taxes and duties mentioned in the Un-Priced Schedule (in .pdf Format). If there is discrepancy between the taxes and duties quoted in the price schedule and as calculated

applying the rate of taxes and duties mentioned above the later will prevail. If the bidder in his Schedule (in .pdf Format) indicates that Entry tax (on supply portion) & Service Tax (on Erection portion) other than the amount, the applicable Entry tax / Service Tax shall be loaded for the purpose of evaluation.

24.6.2 To arrive at the total evaluated prices following methodology shall be applied.

- i) Price evaluation shall be made package wise considering the total evaluated price (Total of Supply and Erection) inclusive of taxes and duties for AIS S/S. The total evaluated price (Total of Supply and Erection) inclusive of taxes and duties plus Comprehensive AMC cost for Three (3) Years for packages containing GIS S/S.
- ii) Price evaluation shall be made considering the BOQ specified in the Tender Document. In case of any deviation to the BOQ by the bidder, the BOQ specified in the Tender document shall be final and binding on the bidder.
- iii) Any discount/rebate (in % age or Lump sum) offered by the bidder only in the price proposal will be taken into consideration for evaluation of the price bids. Any discount/rebate offered in the bid documents other than that offered in the price proposal will be considered null and void for the purpose of price evaluation. Conditional discounts / rebates, if any, offered by the bidder shall not be taken into consideration for evaluation.
- iv) For the purpose of evaluation, loss capitalization of the Transformer shall not be considered.

24.6.3 Prices received in the price bid sheet (XLS Format) shall be used for Tabulation / Price Bid Comparison. The soft form of price bid Keyed in to the XLS format shall be final and binding on the Contractor.

24.6.4 The total evaluated prices including AMC cost (as applicable for the respective package(s)) of all the Bidders, Package wise, shall be compared to determine the lowest evaluated price.

## **25.0 CONFIDENTIALITY OF BID EVALUATION PROCESS:**

25.1 Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence Owner's processing of bidding or award decisions may result in rejection of such Bidder's Bid.

## **26.0 CONTACTING THE OWNER:**

26.1 While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, OWNER, and/or his employees / representatives on matters related to the bids under consideration. OWNER, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

## **F. AWARD OF CONTRACT:**

### **27.0 AWARD CRITERIA:**

- 27.1 OWNER will award the contract package wise to the successful Bidder, whose bid has been determined to be the lowest evaluated price bid ( total of Supply and Erection) among the substantially responsive bidders incase of Package consisting of AIS S/S and lowest evaluated price bid ( Total of Supply and Erection) plus Comprehensive AMC cost for 3 years in case of package consisting of GIS S/S among the substantially responsive bidders provided that the total evaluated price is reasonable and the Bidder is determined to be qualified to perform the Contract satisfactorily. A bidder will be awarded maximum number of three (03) packages or his bid capacity qualification whichever is lower. However, in case a bidder's highest Annual Turn Over of the company only (excluding its sister companies) of one year out of preceding Five (05) years is more than Rs. 1,000 crore he can be awarded maximum number of five (05) packages based on L-I price subject to fulfillment of other qualifying requirements. For this purpose the price bids of the Packages shall be opened independently package wise in a sequential manner as decided by the OWNER on a reasonable basis.
- 27.2 If the lowest evaluated prices (L1) of more than one responsive bidder are same, in such an event the work shall be awarded to the bidder whose bid capacity is higher.

In an event the L-I bidder backs out after the award of the Contract, the work may be awarded through negotiation to the bidder in ascending order of their evaluated prices subject to matching the L-I price(Total Cost).

**28.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- 28.1 OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for OWNER action. OWNER also reserves the right to accept a Bid other than the lowest and to accept any Bid in whole or part, to annul the bidding process with or without notice or reasons. Such decisions by Owner shall bear no liability whatsoever consequent upon such decision.

**29.0 LETTER OF AWARD:**

- 29.1 Prior to the expiration of the period of bid validity and extended validity period, if any, OWNER will notify the successful Bidder in writing through Letter of Award, that their bid has been accepted.
- 29.2 The Letter of Award shall form part of the Contract. Within 07 days of receipt of the Letter of Award, the successful Bidder shall sign and stamp the same and return it to OWNER as a token of acknowledgement of the receipt of the LOA.

**30.0 SIGNING OF CONTRACT:**

- 30.1 The Contractor will prepare the Contract Agreement as per the proforma enclosed to this Volume-I and the same will be signed within **30(thirty)** days of issue of Letter of Award.
- 30.2 The Contractor will submit the Contract Performance Bank Guarantee as per LOA before signing the contract agreement.
- 30.3 The contractor shall also ensure to make necessary arrangement for signing of the AMC through quadripartite agreement between the Manufacturer, Contractor, OWNER and DISCOMs following handing over to OWNER and subsequently operation and

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maintenance done by DISCOMs 30 days prior to the handing over of the S/S by the OWNER to DISCOM.

**31.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

- 31.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this documents) in non-judicial stamp paper of appropriate value (as per the prescribed format) en-cashable at Bhubaneswar Branch of the Issuing Bank only within 30 (thirty) days from the date LOA issued in favour of the OWNER, “ODISHA Power Transmission Corporation Ltd”. The Bank Guarantee amount shall be equal to ten percent (10%) of the Contract Price separately for Supply portion and Erection portion . The bank guarantee shall be valid for 90 days over and above work completion period plus Guarantee Period. If the work completion period gets extended the Contract Performance Bank guarantee shall be extended accordingly. In case of JV also the Contract Performance Bank Guarantee shall be 10% of the Contract Price contributed proportionately by the Lead Partner and other JV/Consortium Partner as per profit sharing ratio in their JV/Consortium agreement.
- 31.2 The above Contract Performance Bank Guarantee shall be submitted (Original and two nos. of copies) to the Owner for acceptance. However, on scrutiny if any deficiency is observed to the said CPBG, the contractor shall be intimated about such deficiency to resubmit the fresh CPBG and /or amended CPBG in lieu of the Original BG. However, the fresh/amended CPBG shall be submitted within the time schedule prior to the signing of the contract agreement. Despite above, if the CPBG is not submitted or it is still not acceptable to the Owner, contract shall become void and necessary action as per the contract shall follow.
- 31.3 The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

**END OF SECTION – II**

# **VOLUME-I**

## **SECTION-III**

### **GENERAL CONDITIONS OF CONTRACT**

**(SUPPLY PART)**

## **SECTION-III**

### **GCC-SUPPLY PART**

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**VOLUME-III**  
**GENERAL CONDIONS OF CONTRACT(GCC)**  
**(SUPPLY PART)**

**A. INTRODUCTION:**

**1.0 GENERAL INFORMATION:**

- 1.1 “Odisha Power Transmission Corporation Limited (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) intends to enter into a contract with the contractor to be named in the letter of award (LOA) and in the contract to be signed.
- 1.2 The scope of work shall be as per the scope of work and specifications in Volume-II.
- 1.3 Unless otherwise provided in the Contract agreement, these General Conditions of Contracts shall govern the execution of this Contract.

**2.0 DEFINITION OF TERMS:**

- 2.1 The ‘**Contract**’ means the Contract agreement entered into between the Owner and the Contractor as per the Agreement signed by the parties, including all attachments and appendices thereto and all documents listed and enclosed with the agreement.
- 2.2 ‘**OWNER/OPTCL**’ shall mean the ODISHA POWER TRANSMISSION CORPOTATION Ltd , Bhubaneswar and shall include its legal representatives, successors and assigns.
- 2.3 ‘**Contractor**’ shall mean the Bidder whose bid to perform the contract has been accepted by the Owner for the award of the Works defined in the scope of works (Volume-II) and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 2.4 ‘**Project Manager**’ shall mean the officer of the OWNER appointed in writing by the Owner to act as Project Manager for this Project from time to time for the purpose of the Contract.
- 2.5 ‘**Engineer-In-Charge**’ shall mean the officer(s) of the OWNER or of the Project Management Consultant (PMC), appointed in writing by the Owner to act as Engineer-In-Charge for the Site/Package from time to time for the purpose of the Contract.
- 2.6 ‘**Consulting Engineer**’/TPIA/PMC’ shall mean any firm or person appointed as such from time to time by the Owner for the purpose of the execution of this contract.



- 2.7 The terms '**Equipment**', '**Stores**' and '**Materials**' shall mean and include equipment, stores and materials to be provided by the Contractor and its Vendor, if any, under the Contract. This shall also include Owner's Supplied Materials (OSM), if any.
- 2.8 '**Works**' shall mean and include the furnishing of Equipment/Stores/Materials, labour and services, as per the Specifications and complete erection, testing and Inspection and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 2.9 '**Specifications**' shall mean the Specifications specified in the Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 2.10 '**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 Owner or Contractor in the performance of the Contract.
- 2.11 The term '**Contract Price**' shall mean the total price quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of works.
- 2.12 The term '**Supply /Equipment Price**' shall mean the price of the Supply /Equipment portion, including Freight & Insurance and Taxes & Duties as specified in LOA and Contract Agreement .
- 2.13 The term '**Erection Price**' shall mean the price of erection including foundation work, testing and commissioning including completion of performance and guarantee tests as specified in LOA and Contract Agreement.
- 2.14 '**Manufacturer Vendor's Works**' or '**Contractor's Works**', shall mean the place of work used by the manufacturer Vendor's , the Contractor, their collaborators / associates or Sub-Contractors for the performance of the Contract.
- 2.15 '**Inspector**' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment; stores or works under the Contract of the Owner. and / or the duly authorized representative
- 2.16 "**Letter of Award**" shall mean the letter issued by the Owner intimating the Contractor that his bid has been accepted.
- 2.17 '**Month**' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 2.18 A '**Week**' shall mean continuous period of seven (7) days.
- 2.19 '**Writing**' shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.
- 2.20 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, judgment, direction etc. is understood to be a function of the Owner /Engineer.
- 2.21 "**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 Owner.
- 2.22 '**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

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available for service. The length of operation shall be as determined by the Engineer-In-Charge, unless otherwise specified elsewhere in the Contract.

- 2.23 **‘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.
- 2.24 The term **‘Final Acceptance’/‘Taking Over’** shall mean the Owner’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.
- 2.25 **‘Commercial Operation’** shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads for periods mentioned in the specification so as to relieve the Contractor of his obligations for such operation under the Contract.
- 2.26 **‘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/equipments performed under the Contract.
- 2.27 **‘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.
- 2.28 **“Drawing”, ‘Plans’** shall mean all:
- i. Drawings furnished by the Owner as a basis of Bid /Proposals.
  - ii. Supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the Contract.
  - iii. Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner.
  - iv. Drawings furnished by the Owner to the Contractor during the progress of the work; and
  - v. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.
- 2.29 **‘Codes’** shall mean the following including the latest amendments and/or replacements, if any:
- i. Indian Electricity Act, 1905 and Rules and Regulations made thereunder.
  - ii. Indian Factory Act, 1948 and Rules and Regulations made thereunder.
  - iii. Indian Explosives Act, 1884 and Rules and Regulations made thereunder.
  - iv. Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.
  - v. A.S.M.E. Test Codes.
  - vi. A.I.E.E. Test Codes
  - vii. American Society of Materials Testing Codes.
  - viii. Standards of the Bureau of Indian Standards (BIS).
  - ix. Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
  - x. OPWD Code with its latest amendments.
- 2.30 **Words** imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 2.31 Words imparting **‘Person’** shall include firms, companies, corporations and associations or individual/ bodies of individuals, whether incorporated or not.

- 2.32 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.
- 2.33 In addition to the above the following definitions shall also apply.
- a) ‘All equipment and materials’ to be supplied shall also mean ‘Goods/Materials’.
  - b) ‘Constructed’ shall also mean ‘erected and installed’.
  - c) ‘Contract Performance Guarantee’ shall also mean ‘Contract Performance Bank Guarantee’.
- 2.34 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.
- 2.35 **“Effective Date of Contract”** shall mean the date of issuance of Letter of Award.
- 2.36 **“Defect Liability Period”** shall mean a time span of six months from the date of commissioning of the installation during which Owner has the right to point out defects and deficiency of the installation to the Contractor in writing for attending to the same.
- 2.37 **“Commissioning”** shall mean the first successful operation of the electrical installations after all initial adjustments and trials have been completed.
- 2.38 **“e-Tender Portal”** shall mean the OFFICIAL tender portal used/to be used or referred to by the OWNER for the purpose of invitation of Bid through electronics mode.
- 2.39 **“Package”** shall mean a group of Sub-stations and Associated Lines (including Bay work in the source S/S of the incoming line/LILO arrangement) at identified locations clubbed together for the purpose of award of works contract.

### **3.0 APPLICATION:**

- 3.1 These General Conditions of the Contract shall apply to the extent that these are not in conflict with the provisions in other parts of the Contract. The provisions contained elsewhere in the contract shall be construed in the context they have been provided and shall apply in addition to the provisions in the General conditions of the Contract.
- 3.2 This Section-III of VOLUME-I, General condition of Contract- “Supply of Materials Part” shall apply to the Materials to be supplied by the Contractor as per the BOQ, Technical Specification and Letter of Award or any amendment thereof, including Owner’s Supplied Materials(OSM), if any.

### **4.0 STANDARDS:**

- 4.1 The Materials 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 materials and such standards shall be the latest issued by the concerned institution.

### **5.0 LANGUAGE AND MEASURES:**

- 5.1 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 and the English Translation will prevail over the

Original written in any other language. The Metric System of measurement shall be used exclusively in the Contract.

## 6.0 CONTRACT DOCUMENTS:

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

- a) ITB, General Conditions of Contract Supply and General Conditions of Contract erection.
- b) Scope of Works and Specifications of the equipment as per Volume-II to be furnished and erected under the Contract Agreement.
- c) Accepted Techno-Commercial Bid.
- d) Accepted price Bid.
- e) Letter of Award.
- f) Any letters of clarifications issued by the Owner prior to the Award of Contract except to the extent of repugnancy.
- g) 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 Owner / Consultant.
- h) Any agreed variations of the conditions of the documents and General conditions of Contract.
- i) Contract Agreement and approved Work Completion Schedule (PERT/BAR Chart)

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

## 7.0 USE OF CONTRACT DOCUMENTS:

7.1 The Contractor shall not, without the Owner'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 Owner 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.

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

## 8.0 CONSTRUCTION OF THE CONTRACT:

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

The contract shall be awarded 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

**TENDER DOCUMENT NO: ODSSP/ NESCO & WESCO /07 (R ) /2013-14**  
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.
  
- 8.2 Under the concept of divisible contract, Where the Owner hands over his Materials (OSM) to the Contractor for execution/even where the contractors’ supplied Materials is handed over from the Owners Store/ from contractors project site store, then the Contractor shall at the time of taking delivery of the Materials/ dispatch documents be required to execute an Indemnity Bond in favour of the Owner in the form acceptable to Owner 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 per the enclosed **Annexure-V** to this Volume-1.
  
- 8.3 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components/key Mile Stones only (Work Completion Schedule) for the convenience of payment under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

**9.0 MANNER OF EXECUTION OF CONTRACT:**

- 9.1 The Owner shall issue the Letter of Award (LOA) to the Contractor, which shall be acknowledged by the contractor duly signed by the Authorized Signatory and Stamped and sent to the Owner within 07 (Seven) days of issuance of Letter of Award.
  
- 9.2 The Contractor shall finalise the Works Completion Schedule (**Annexure-XVI**) earlier furnished at the time of the Bidding with the OWNER within 21 days from the date of LOA for approval. The agreed work completion schedule shall form part of the contract agreement and also be applied for levy of liquidated damages.

The contractor shall also submit the sub-station wise work completion schedule along with sub-station wise cost breakup with reference to agreed work completion schedule and LOA respectively.

- 9.3 The contract shall be signed within 30 (Thirty) days of the issue of the Letter of Award, at the office of the Owner on a date and time to be mutually agreed. The Contractor shall provide Contract Performance Bank Guarantee, appropriate power of attorney and other requisite documents before signing of the contract. However, due to any circumstances on the part of the contractor if they fail to submit the acceptable Contract Performance Bank Guarantee (CPBG) within the above mentioned 30 days time, the contractor can request for submission of the same beyond the above period. The Owner may allow a time period of maximum up to another 30 (Thirty) days depending on the merit of the request provided the Bid Security (EMD) is valid for a period one (1) month beyond the extension being sought by the successful bidder. In such case, the contractor has to submit the fresh CPBG / rectified CPBG as the case may be. In no case the contract signing should be extended beyond 60 days from the date of LOA.
  
- 9.4 The Contract Agreement will be signed in 03 copies (01 original & 2 copies) and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.

- 9.5 The Contractor shall provide free of cost to the Owner all the Engineering data, drawings, and descriptive materials submitted with the bid, in at least three (3) copies (01 Original & 2 Copies) as a part of the Contract immediately after issue of Letter of Award.
- 9.6 Besides, the Contractor shall provide 03 copies (01 Original & 2 Copies) of the contract document to the Owner within seven (07) days after the signing of the Contract at his own cost.

**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 CONTRACTUAL OBLIGATION:**

- 11.1 Unless otherwise terminated under the provisions of any other relevant clause, the obligation of the Contractor shall be deemed to have been ceased on the expiry of the 'Latent defect Warranty'.

**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 and so incorporated in the Letter of Award or any amendment there to shall 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 An outline of the completion schedule of different activities prepared by the OWNER is enclosed at **Annexure-XVI**. The Contractor shall submit a detailed PERT network/Bar chart (In MS Project) consisting of adequate number of activities (Key Mile Stones) covering entire scope of work such as engineering, procurement, manufacturing, shipment and field erection activities including Civil works in line with the completion schedule of the OWNER, within fifteen (15) days of the date of Letter of Award for approval of Owner. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner 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 payment to the Contractor. During the performance of the Contract, if in the opinion of the Engineer-In-charge, progress is not in line with the schedule of the PERT Network, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The corresponding interface facilities to be provided by the Owner shall also be reviewed accordingly.
- 12.3 Based on the above agreed work completion schedule (PERT/bar chart), the contractor shall supply the Materials and furnish monthly progress reports to the Engineer-In-Charge.

- 12.4 Such supply programme shall be reviewed, updated considering the progress of the work and site conditions and be submitted to the Engineer-In-Charge from time to time.
- 12.5 The above work completion schedule (PERT/Bar Charts)/manufacturing programme shall be compatible with the Owner's computer environment (MS Project) and furnished to the Owner on such media as may be desired by the Owner.

**13.0 EFFECTIVE DATE OF CONTRACT:**

The effective date of contract shall be reckoned from the date of issuance of Letter of Award.

**14.0 LIQUIDATED DAMAGES – DELAY IN SUPPLY:**

- 14.1 If the Contractor fails to supply the materials under the Contract, Owner shall have the right to levy liquidated damages @0.5% for each week of delay or part thereof limited to maximum of 10% of the cost of the undelivered portion of the materials with reference to the agreed key mile stone of Supply of Materials/Equipment as per the agreed work completion schedule under the package.
- 14.2 Materials will be deemed to have been delivered only when all its components, parts/accessories and free spares are also delivered. If certain components are not delivered in time the materials will be considered as delayed until such time the missing parts are also delivered.
- 14.3 The total amount of liquidated damages for delay under the Contract will be subject to a maximum of 5% of the value of the Supply Contract.
- 14.4 The Owner shall recover the liquidated damages from the bills of the contractor.
- 14.5 However, if the liquidated damages remain un-recovered the same shall be recovered from the Contract Performance Bank guarantee.

**15.0 PERFORMANCE GUARANTEE:**

- 15.1 The Contractor shall guarantee that the materials will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of 02 years commencing immediately after the satisfactory commissioning. The Contractor's liability shall be to the extent of repair/replacement of such defective equipment/material either arising from faulty design or defective equipment/materials and/or bad workmanship. Such defective equipment shall be handed over to the Contractor for repair or replacement by a new one, unless otherwise repairable at site. The Contractor shall complete the repair/replacement work within the reasonable time frame intimated by the Engineer-In-Charge. *However, Switchgears Panel with all equipment & Power Transformers supplied under this contract shall have guarantee period of 5 years commencing immediately after the satisfactory commissioning.*
- 15.2 If any defects are not remedied within the time frame, the Engineer-In-Charge may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights, which the Owner may have against the Contractor in respect of such defects.
- 15.3 In the event of any emergency, where in the judgment of the Engineer-In-Charge, delay would cause serious loss or damages, repair may be made by the Engineer-In-Charge or a

third party chosen by the Engineer-In-Charge without advance notice to the Contractor and the cost of such work shall be recovered from the Contractor. In the event such action is taken by the Engineer-In-Charge, the Contractor will be notified in due course 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.

- 15.4 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 guarantee period.
- 15.5 The repaired or new parts will be supplied 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.
- 15.6 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.
- 15.7 The acceptance of the equipment by the Engineer-In-Charge shall in no way relieve the Contractor of his obligations under this clause.
- 15.8 In the case of those defective parts, which are not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-In-Charge shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 15.9 At the end of the guarantee period, the Contractor's liability ceases except for latent defects.
- 15.10 In respect of goods supplied by Vendor (Manufacturer) to the Contractor where a longer guarantee (more than 02 years) is provided by such Vendor/(Manufacturer), the Owner shall be entitled to the benefits of such longer guarantee.
- 15.11 The provisions contained in this clause will not be applicable.
  - a) If the Owner 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.
- 15.12 The contractor shall not stand guarantee for the materials supplied by OWNER but shall stand guarantee during the erection of the materials.
- 15.13 **FUNCTIONAL GUARANTEES:** Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/materials with respect to the Technical Specifications. Equipment/Materials offered shall have guaranteed acceptable particulars / performance/efficiency specified in Technical Specification.

**16.0 LATENT DEFECT WARRANTY:**

- 16.1 The period of latent defect warranty shall be 02 years in case of AIS S/S from the date of completion of guarantee period and 5 years in case of GIS S/S (02 years from the date of completion of AMC Period of 3years).



- 16.2 The latent defect warranty shall mean such warranties which are 'Latent' to the equipment supplied or erected which would not normally be discovered/seen by an inspection nor discoverable during the defects liability period. These are concealed flaws which one would normally not expect from the item during the execution of the contract or during the guarantee period but subjected from a manufacturing defect for which the contractor shall remain liable for replacement/rectification for such 'Latent' defect.
- 16.3 OWNER shall exercise the right of latent defect warranty for replacement/rectification of Supply/Workmanship.
- 16.4 The OWNER will have a claim in damages against the contractor if the defects are a result of the contractor's breach of contract and/or negligence and the OWNER suffers loss as a result.

**17.0 ANNUAL MAINTENANCE CONTRACT (AMC):**

- 17.1 Contractor shall ensure that the Manufacturer extends comprehensive Annual Maintenance Contract (AMC) for the GIS S/s (only for GIS equipment) commissioned by them for 3 years from the date of completion of Guarantee Period. There shall be no AMC for AIS equipment in GIS Sub-stations. The AMC price (03 years) for such GIS equipment shall be considered for the purpose of evaluation for GIS Sub-Station. There will be quadripartite agreement between OWNER, Contractor, Manufacturer Vendor and DISCOM regulating the AMC at the price quoted by the Contractor 30 days prior to the handing over of the S/S by the OWNER to DISCOM. The contractor shall produce a consent letter from the Manufacturer to this effect as per **Annexure-XIV(B)**.
- 17.2 The Manufacturer shall be required to furnish the Bank Guarantee in favour of DISCOM @10% of the AMC cost valid up to 90 days over and above the AMC period at the time of signing of the AMC agreement 30 days prior to the completion of the Guarantee period.
- 17.3 Payment towards AMC charges shall be released on quarterly basis by the DISCOM as per the agreed terms and conditions of the AMC contract agreement.

**18.0 AFTER SALES SERVICES:**

- 18.1 Contractor shall ensure that the respective Manufacturer extends necessary facilities towards after sales service to the equipment for all AIS/GIS Sub-Station commissioned by them after completion of Annual Maintenance Period on DISCOM/OWNER entering in to the after sales services arrangement at its option. The contractor shall produce a consent letter from the Manufacturer to this effect in the bid.

**19.0 LIMITATION OF LIABILITIES:**

- 19.1 The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Defect liability period, Guarantee period and Latent Defect Warranty period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released.

**20.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:**

20.1 If during the performance of the Contract, the Engineer-In-Charge decides and informs in writing to the Contractor that the Contractor has manufactured/supplied any equipment, material or part of equipment which is defective and imperfect or 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 and proceed to repair/replace such equipments. In case, the Contractor fails to do so, the Engineer-In-Charge may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the equipments so complained of and at the cost of the Contractor, perform all such repairs/replacement provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.

**21.0 INSPECTION AND TESTING:**

21.1 The materials shall be inspected by the Third Party Inspecting Agency (TPIA) and OWNER or any authorized representative of the OWNER at the Contractor's or its Vendor's manufacturing works. The Contractor shall give the advance notice in writing about the place of Inspection and/or Testing at least 15 days before the schedule date on which the equipment/materials will be ready for Inspection and/or Testing. Routine test certificates are to be submitted along with the offer for inspection.

21.2 The OWNER or his representative shall be entitled at all reasonable times during manufacture / installation to inspect, examine and test the equipment/materials at the contractor's/Vendors premises / erection site about workmanship of the materials to be supplied under this contract. The contractor shall provide unhindered clearance, giving full rights to the OWNER to inspect, examine and test as if the equipment/materials were being manufactured in his premises/Vendors Premises. Such inspection / examination and testing shall not relieve the contractor of his obligations under the contract.

21.3 The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the Contractor's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, the OWNER 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-In-Charge, 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/Vendor's work.

21.4 However, major Equipment/Materials shall be inspected at Contractor's or its Vendor's Manufacturing premises and other minor Equipment/Materials shall be inspected at Store/Work Site by the Third Party Inspecting Agency (TPIA) and/or Authorized representative of the OWNER. The OWNER will decide the list of such Materials/Equipment.

21.5 TPIA expenditure to be borne by OWNER. However, for any default on the part of the contractor or its vendor (materials not ready for inspection/2nd time inspection of the same equipment/works due to short comings in the equipment/works offered for inspection) the consequential charges shall be recovered from the Contractor.

**22.0 PATENT RIGHTS AND ROYALTIES:**

- 22.1 Royalties and fees for patents covering materials, articles, 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 point of time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner 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, 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 Owner, 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 Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been supplied and installed by the Contractor and specified in the tender documents. Final payment to the Contractor by the Owner will not be made, if the equipment, or any part thereof supplied by the Contractor, is in such suit or proceedings held to constitute infringement, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said equipment or part thereof, replace it with non-infringing equipment or modify it, so it becomes non-infringing.
- 22.2 Only when there is any infringement of patent rights for action at the instance of OWNER, it shall be to Owner's account or else it should be to the contractors account.

**23.0 ENGINEER-IN-CHARGE'S DECISION:**

- 23.1 In respect of all matters which are left to the decision of the Engineer-In-Charge including the granting or with-holding of the certificates, the Engineer-In-Charge shall, if required to do so give in writing a decision thereon.
- 23.2 If, in the opinion of the Contractor, a decision made by the Engineer-In-Charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-In-Charge, 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-In-Charge's decision and the decision shall become final and binding.
- 23.3 The Engineer-In-Charges' 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 Contract that there shall be no delay in the execution of the works and the decision of the Engineer-In-Charge as rendered shall be promptly observed.

**24.0 VARIATION IN QUANTITY:**

- 24.1 Deviation to the scope of works is not permissible under the contract. However, any variation to the scope during execution shall only be made with the prior approval of OWNER justifying the reason of such changes. Changes in quantity within the limit of  $\pm 25\%$  of the BOQ of the scope of work shall be allowed by OWNER at the same Unit Price. However, for any change in quantity more than 25% of the BOQ of the scope of work, contractor shall have to allow a discount of 10% to their Unit price.
- 24.2 Accordingly, the Contract price shall be adjusted based on the unit rates available in the Contract for the variation in quantities as above.
- 24.3 In case a new item(s) are required during the execution of the contract for which unit rates are not available in BOQ, the same shall be subjected to mutual agreement based on the latest purchase order issued within six (06) months by any Distribution / Transmission

Utility. If no such reference is available, Excise price list/Market Price of such item/equipment shall be taken in to consideration.

**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 and handling.
- a. The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.
  - b. The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.
  - c. The following documents shall be sent by registered post to the Owner within three days from the date of shipment, to enable the Owner to make progressive payments to the Contractor:
    - i. Application for payment in the standard format of the Owner ( 1 copy)
    - ii. Invoice (3 copies)
    - iii. Packing list (3 copies)
    - iv. Pre-dispatch clearance certificate, if any ( 3 copies)
    - v. Test Certificate, wherever applicable ( 3 copies)
    - vi. Insurance certificate (3 copies)
  - d. The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming part of each and every consignment dispatched to Site.
  - e. 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, TPIA AND PMC:**

- 26.1 The Contractor shall cooperate with the Owner's other Contractors, Third Party Inspecting Agency (TPIA) and PMC and freely exchange with them such technical/commercial information as may be necessary for smooth execution of the project in an efficient and timely manner to avoid unnecessary duplication of efforts.

**27.0 TRAINING OF OWNER'S PERSONNEL:**

- 27.1 The Contractor shall undertake to train, free of cost, ten (10) nos. personnel selected and sent by the Owner at their works 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 Owner. These personnel shall be given special training in their shops and/or in their Collaborator's works and if that is not possible, in any other plant where equipment manufactured by the Contractor or his collaborator is under installation, operation, or testing to enable these personnel to become familiar with the equipment being furnished by the Contractor. The details of the persons to be trained, period of training, nature of training etc. shall be as outlined in accompanying Technical Specifications of Contract.

- 27.2 All traveling and living expenses for the personnel to be trained during the total period of training will be borne by the Owner. These personnel, while undergoing training, shall be responsible to the Contractor for discipline.
- 27.3 The Owner 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.

**28.0 PROGRESS REPORT ON SUPPLY AND UTILISATION OF MATERIALS:**

- 28.1 During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports of materials supplied, Utilization of Materials and status of the materials in pipeline as may be reasonably required by the Engineer-In-Charge with photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer-In-Charge and shall be submitted in both hard copy and soft form.

**C. CONTRACT SECURITY AND PAYMENTS**

**29.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

- 29.1 The Contractor shall furnish Contract Performance Bank Guarantee (s) for satisfactory performance of the Contract in the prescribed form within thirty (30) days of “Letter of Award”. The performance bank guarantee(s) shall be as per terms prescribed in Section ITB of Vol.-I.

**30.0 MODE OF PAYMENT:**

- 30.1 Payment due on receipt of equipment in good conditions shall be made as per the terms of payment by the Owner through Owner’s Bank or directly to the Contractor through RTGS /A/C Payee Cheque.
- 30.2 The payment of the mobilization advance (wherever admissible) shall be made direct to the Contractor by the Owner through RTGS /A/C Payee Cheque as per the terms of payment.
- 30.3 Payment shall be made promptly by the OWNER within thirty (30) days of receipt of Contractor’s invoice, complete in all respects and supported by the requisite documents and on fulfillment of stipulated payment conditions.
- 30.4 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 after receipt of goods at site / destination Store against documentary evidence as per the payment terms.
- 30.5 In case the Contract is awarded to a joint venture, all payments shall be made directly to the Lead Partner Only.
- 30.6 All the payments made under the contract shall be treated as on account payment. The final payment will be made on completion of all works and on fulfillment by the Contractor of all his liabilities under the Contract.
- 30.7 The contractor shall furnish the particulars of his Bank required for releasing the payment.

**31.0 CURRENCY OF PAYMENT:**

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

**32.0 DUE DATE FOR PAYMENTS:**

The mobilization advance amount shall be payable within thirty (30) days of receipt of the Contractor's invoice, subject to fulfillment of all the conditions for release of such advance payment. Owner will make progressive payment within thirty (30) days of receipt of the Contractor's invoice against supply of materials and as per the terms of payment.

### **33.0 TERMS OF PAYMENT:**

#### **(I) MOBILIZATION ADVANCE PAYMENT (UP TO 10%):**

Mobilization advance payment up to ten percent (10%) of the total contract price of supply component bearing simple interest @10% p.a. shall be made as an initial advance subject to the following:

- i. Submission of invoice in triplicate for claiming mobilization advance.
- ii. Acknowledgement of the Letter of Award by the Contractor.
- iii. Signing of the Contract Agreement.
- iv. Submission and Approval of Key Mile stone of project activities (PERT Network / Bar Chart).
- v. Establishment of a Project Office for the concerned Package.
- vi. Submission and Acceptance of unconditional & irrevocable Bank Guarantee issued in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance (up to 10% of the total contract price of supply component) in accordance with the Performa attached. The said Bank Guarantee shall be initially valid for 90 days over and above the schedule date of contract completion period of work. If the contract period gets extended, the Advance Bank Guarantee shall also be extended accordingly unless otherwise the entire advance amount has been already recovered from the contractor. The Advance Bank Guarantee may be split in to four nos. of Bank Guarantees i.e. @2.5% of the total contract price of supply component. The said Bank guarantees shall be returned progressively after recovery of the equivalent amount from the contractor. The total advance amount along with interest shall be progressively recovered while releasing the 75% payment towards Supply bill.
- vii. Submission and acceptance of an unconditional & irrevocable Contract Performance Bank Guarantee issued in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price in accordance with the provisions of ITB.

#### **(II) PROGRESSIVE PAYMENT (75%) FOR SUPPLY COMPONENT:**

Seventy Five percent (75%) of the Ex-works/Basic price component along with 100% of the taxes & Duties shall be made subject to the following;

- i. On completion of supply, receipt, verification & acceptance thereof of the materials at Project Site/ Contractor's Project Stores/Owner's designated Stores or such destination specified in dispatch instruction by the Authorized Officer of the Owner/Agency engaged for the said purpose.
- ii. Evidence of dispatch & receipt (R/R or L/R).
- iii. Contractor's detailed Tax Invoice & packing list identifying contents of each shipment.
- iv. Insurance Policy / Certificate.
- v. Manufacturer's / Contractor's guarantee Certificate of Quality.
- vi. Material Dispatch Clearance Certificate (MDCC) for dispatch issued by Owner.
- vii. Verification and acceptance of Materials.

- viii. Certification of Embossing/Punching/Casting/Painting by the accepting Authority as per the relevant clause.
- ix. Approved Inspection & Test certificate.
- x. Submission of Indemnity Bond equivalent to the total cost of the Materials.
- xi. Copy of way bills, if any.
- xii. Submission and Acceptance of unconditional & irrevocable Bank Guarantee issued in favour of Odisha Power Transmission Corporation Ltd., for the 15% of the Invoice value in accordance with the Performa attached. Alternatively, Bank guarantee for this purpose shall be submitted in three equal installments each for 5% of the total order value. The said Bank Guarantee(s) shall be initially valid for 90 days over and above the schedule date of contract completion period of work. However, the cumulative amount of the 15% of Invoice value to be released shall not exceed the cumulative amount of BG submitted for this purpose. The said Bank Guarantee(s) shall be returned after expiry of 90 days over and above the work completion period or completion of Erection/Installation of such material at site whichever is earlier.
- xiii. In an event the contractor does not furnish Bank Guarantee for an amount of 15% of the Invoice value, the payment 60% of the Ex-works price component along with 100% of the Taxes & Duties shall be released.

**(III) PROGRESSIVE PAYMENT (15%) FOR SUPPLY COMPONENT:**

- a. Fifteen Percent (15%) payment of the Ex-works/Basic Supply Value shall be made progressively against the approved key mile stone of the project subject to the following;
  - i. Erection/Installation of such material at site.
  - ii. Invoice duly certified by Engineer In-charge and counter signed by the Project Manager.
- b. Where the contractor has not furnished the Bank guarantee of 15% as mentioned in the above Para and received 60% payment of the Ex-Works/Basic Price, the payment of 30% of the Ex-Works/Basic Price shall be made subject to the following;
  - i. Erection/Installation of such material at site.
  - ii. Invoice duly certified by Engineer In-charge and counter signed by the Project Manager.

**(IV) FINAL PAYMENT (10%) FOR SUPPLY COMPONENT:**

The balance Ten percent (10%) of the Ex-works/Basic Supply Value shall be made subject to the following;

- a. For successful Commissioning and takeover of each Sub-Station and associated lines:
  - i. 5% of the contract price (Supply Portion) shall be made after successful Commissioning and takeover of each Sub-Station and associated line in all respects.
  - ii. Return of Unused Materials for which payment has already been released.
  - iii. Certification of Electrical Inspector.
  - iv. Signing of Handing over and Taking Over Certificate.
  - v. Submission of Material Reconciliation Statement.
  - vi. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.
  - vii. Final Invoice duly certified by the PMC/Project Manager.

b. For successful Commissioning and takeover of all the Sub-Station and associated lines under the package:

- i. Balance 5% of the contract price (Supply Portion) shall be made after successful Commissioning and takeover of all the Sub-Station and associated line in all respects.
- ii. Return of Unused Materials for which payment has already been released.
- iii. Certification of Electrical Inspector.
- iv. Signing of Handing over and Taking Over Certificate.
- v. Submission of Material Reconciliation Statement.
- vi. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.
- vii. Final Invoice duly certified by the PMC/Project Manager.

**(V) PAYMENT TOWARDS TAXES & DUTIES:**

1. **Transaction between the Bidder and their Vendors:** Any statutory variations in rates of taxes & duties during the contract period on the bought out items directly dispatched from the works of the Vendors of the Contractor shall be to the OWNER's account. The said statutory variations in the taxes & duties shall be payable/receivable based on the TAX INVOICE vis-à-vis the amount of taxes and duties breakup shown in the price schedule submitted by the Contractor at the time of bidding. However, the payment towards changes in rates of taxes and duties shall be made to the contractor to the extent the resultant price after applying the revision in taxes and duties exceeds the quoted price.
2. **Transactions between the OWNER and the Contractor:** Any statutory variation in the rates of Taxes & Duties as applicable at the time of delivery of the materials during the approved contract period shall be to the account of the OWNER, against documentary evidence. The said statutory variations in the taxes & duties shall be payable/receivable based on the EXCISE INVOICE.
3. **Concessional CST and Entry Tax:** Concessional Sales Tax declaration forms, as admissible, would be issued to the contractor, on their request, by OWNER for all items (as identified in the price schedule of the bid) to be supplied directly by the contractor and also in case of sourcing from Vendor through transit sales as may be permissible.

In the event the OWNER is required to issue Way bill, the OWNER will be required to pay Entry Tax on materials entering in to the State. If the Contractor has quoted nil against the Entry Tax in their bid, in such a case the Entry Tax amount paid by the OWNER shall be deducted from the Bill of Contractor. If the Contractor has quoted the Entry Tax in their bid, in such a case the Entry Tax amount paid by the OWNER shall be recovered from the Bill of Contractor, if the Entry Tax is included in their bill.

**(VI) STATUTORY LIABILITY:**

Income Tax, Surcharge on Income Tax and other statutory payments and any other taxes for which the contractor is liable shall be payable by the contractor himself and he shall keep OWNER indemnified for all time in the event OWNER is made to discharge any tax liability on this account.

**(VII) TAX DEDUCTED AT SOURCE:**



The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OWNER from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by OWNER.

**34.0 DISCOUNT:**

- 34.1 Discount in % age as quoted by the contractor, if any, shall be applied pro-rata on the amount quoted for individual item before the discount.
- 34.2 If the discount is given at negotiation stage, if any, in Lump sum manner, the same will be converted into % age term and Para 34.1 shall be applied.

**35.0 DEDUCTIONS FROM CONTRACT PRICE:**

- 35.1 All costs, damages or expenses which the Owner might have paid, for which Contractor is liable under the Contract, will be recovered from the Contractor.

**C. MATERIALS/EQUIPMENT HANDLING & STORAGE:**

**36.0 MATERIALS/EQUIPMENT HANDLING AND STORAGE:**

- 36.1 All the equipment arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor. Indoor Equipment(s) such as Relay and Panels are to be stored inside the Store House.
- 36.2 Contractor shall be responsible for examining all the shipment and notify the Engineer-In-Charge immediately of any damages, storage, discrepancy etc, for the purpose of Engineer-In-Charge's information only. The Contractor shall submit to the Engineer-In-Charge 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.
- 36.3 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.
- 36.4 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-In-Charge. 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.
- 36.5 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.

- 36.6 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 shall be maintained by the Contractor. Such records shall be opened for inspection by the Engineer-In-Charge.
- 36.7 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.
- 36.8 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 during storage.
- 36.9 All the materials stored in the open or dusty location must be covered with suitable weather proof and flame proof covering material wherever applicable.
- 36.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer-In-Charge will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 36.11 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.
- i.) The contractor shall construct suitable godown at the work site for storing the materials/equipment safely against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- ii.) It shall be duty of the contractor to inspect the material handed over to him at the time of taking delivery and satisfy himself that they are in good condition. 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.
- iii.) 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.
- iv.) 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, the Engineer-in Charge shall have the right, at his own discretion, to arrange such materials. The contractor shall bear the cost of such purchase/supply of materials. This, however, does not in any way absolve the contractor from his contractual obligation.
- v) Materials supplied shall not be utilized for any other purpose(s) other than the purpose for which it has been supplied. The contractor shall be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials as if the same are issued by the Owner.

- vi) A daily account of the materials 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 Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site. The contractor is required to submit fortnightly receipt, consumption and balance Materials report to Engineer-In-Charge.
- vii) 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.
- viii) Materials supplied by Owner, if any, shall not be utilized for any other purpose(s) than issued for.

**37.0 INDEMNITY BOND:**

- 37.1 For the materials to be provided by the Contractor and/or for the Owner supplied items (OSM), if any, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond in favour of OWNER 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 (including any extension thereof) of testing, commissioning and handing over the equipment and line to Owner.

**38.0 STORAGE-CUM-ERECTION INSURANCE:**

- 38.1 All the equipment and materials including spares being supplied by the Contractor shall be kept completely insured (110% value) by the Contractor at his cost from time of dispatch from the Contractor's works / Vender's works, up to the completion of erection, testing & commissioning at site and taking over of the sub-station and line by the owner in accordance with the Contract.
- 38.2 Further all equipment and materials being supplied by OWNER, if any, 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 up to the time of taking over by owner, including handling, transportation, storage, erection, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall be reimbursed by OWNER to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from OWNER before taking the insurance. The insurable value of the equipment being supplied by OWNER shall be intimated to the Contractor for arranging the insurance.
- 38.3 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 OWNER 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.

**39.0 CONTRACTOR'S STORES , WORKSHOP & CONSTRUCTION EQUIPMENTS:**

- 39.1 The Contractor shall make his own arrangements for land for Stores and Workshops as required for storage of materials supplied and brought to site under the Contract at his own cost.
- 39.2 The Contractor shall bring to Site all Construction equipment, tools and tackles for the purpose of the works. All such equipment used for the purpose of the works, shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer-In-Charge. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 39.3 After the completion of the Works, the Contractor shall remove all Construction equipment, tools and tackles etc. from the Site under the direction of the Engineer-In-Charge. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer-In-Charge to do so then the Engineer-In-Charge shall have the liberty to dispose-off such materials and credit the proceeds thereof to the account of the Contractor after deducting the cost of disposal and demurrage etc.

**40.0 SURPLUS MATERIALS:**

- 40.1 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 OWNER and the Contractor (Construction Surplus) for which payment has been made by the OWNER, for erection that remain unutilized shall be returned to the owner, by and at the expense of the Contractor, in OWNER's store(s), except for the wastage allowed for various line materials in accordance with provision of the relevant clause.
- 40.2 The Contractor, within two (2) months from the handing over of the sub-station and lines 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 not returned.

**41.0 CONDITIONS FOR ISSUE OF OSM ITEM, IF ANY:**

- 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.
- 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 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.
- 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 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.
- 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 supplied by Owner shall not be utilized for any other purpose (s) than issued for.

#### **42.0 RECONCILIATION OF MATERIALS:**

- 42.1 The Contractor shall prepare and submit every month, a material reconciliation statement to the Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials, if any, received and utilized by him for reconciliation purpose to the Owner every month.

#### **43.0 DEMURRAGE, WHARFAGE ETC.:**

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

#### **44.0 SPARES:**

- 44.1 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.

- 44.2 All the mandatory spares covered under the contract shall be supplied along with the main equipment and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed Work Completion Schedule.
- 44.3 The quality plan and the inspection requirement finalized for the main equipment will also be applicable for the corresponding spares.
- 44.4 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.
- 44.5 The contractor will provide the owner with all the addresses and particulars of his Vendors 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.
- 44.6 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 guarantee for 60 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.
- 44.7 The contractor shall guarantee the availability of spares to the Owner for the full life of the equipment covered under the contract. The same provision will also be applicable to Sub-Contractor of any spares by the contractor or his Vendor.
- 44.8 Further in case of discontinuance of supply of spares by the contractor or his Vendors, the Contractor will provide the Owner with full information for replacement of such spares with other.
- 44.9 In case of emergency requirements of extra spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 44.10 In case the contractor fails to supply the 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.

- 44.11 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 availability of spares unless otherwise discharged in writing by the owner.

## **E. RISK DISTRIBUTION:**

### **45.0 OWNER'S LIEN ON EQUIPMENT:**

- 45.1 The Owner 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. The Owner 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 Vendors without the prior written approval of the Engineer-In-Charge.

### **46.0 TRANSFER OF TITLE:**

- 46.1 Transfer of title in respect of equipment and materials supplied by the Contractor to OWNER pursuant to the terms of the Contract shall pass on to OWNER with transfer of negotiable documents to title.
- 46.2 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.
- 46.3 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.

### **47.0 DEFENCE OF SUITS:**

- 47.1 If any action in court is brought against the Owner or Engineer-In-Charge or an officer or agent of the Owner, 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 Vendors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer-In-Charge and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

### **48.0 EMBOSSING / PUNCHING / CASTING:**

- 48.1 All equipments and materials supplied /erected under the Project shall bear distinct mark of "ODSSP, OPTCL, LOA No. ....& Date....." by a way of embossing / punching / casting. This should be clearly visible to naked eye.

### **49.0 REJECTION OF MATERIALS:**

49.1 The equipment shall be supplied as per the GTP specified by OWNER and from approved manufacturer Vendors list of the OWNER for this tender. For equipment for which GTP or selected Vendors is not specified by the OWNER, the same shall be supplied only after obtaining approval from the OWNER. In the event, any of the materials supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials / equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective materials free of cost to the OWNER. If the Contractor fails to do so, the OWNER may :

- i. At its option replace or rectify such defective materials/equipment and recover the extra costs so involved from the Contractor plus fifteen percent and / or.
- ii. Terminate the contract for balance work / supplies with enforcement of liquidated damage Clause as per contract for the un-delivered materials and with forfeiture of Contract Performance Bank Guarantee.
- iii. Acquire the defective equipment / materials at reduced price considered equitable under the circumstances.

**50.0 EVENTS OF DEFAULT:**

Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:

(a) Contractor fails or refuses to deliver materials conforming to the technical specifications or otherwise or fails to execute the works assigned to them within the period specified in LOA or any extension thereof.

(b) Contractor becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Contractor’s creditors file any petition relating to bankruptcy of Contractor;

( c) Contractor otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Contractor of notice of such failure from OWNER.

(d) Contractor fails to arrange for signing of the comprehensive Annual Maintenance Contract through a quadripartite agreement between the Manufacturer, Contractor, OWNER and DISCOMs following handing over to OWNER and subsequently operation and maintenance done by DISCOMs 30 days prior to the handing over of the S/S by the OWNER to DISCOM.

(e) Contractor fails or refuses to pay any amount due under the Contracts.

**51.0 CONSEQUENCES OF DEFAULT:**

If an Event of Default occurs and would be continuing, OWNER may forthwith terminate the Contract by written notice.

In the Event of Default, OWNER may, without prejudice to any other right granted



to it by law, or the Contract, take any or all of the following actions;

- i) present for payment, to the relevant bank the Contract Performance Bank Guarantee;
- ii) Recover any losses and / or additional expenses, OWNER may incur as a result of Contractor's default.

**52.0 FORCE MAJEURE:**

52. 1 The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc. ) or tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared ) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its sub-contractors ) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows :

- 1. Late delivery of materials caused by congestion of Vendor's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
- 2. Late performance by Contractor and / or Vendor caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
- 3. Mechanical breakdown of any item of Contractor's or its Vendor's equipment, plant or machinery.
- 4. Delays due to ordinary storm or inclement weather or
- 5. Non-conformance by Vendor.

Unless the delay arises out of a Force Majeure occurrence and is beyond both Contractor's and Vendor's or Contractor's control and an alternate acceptable source of services, equipment or material is unavailable. Additionally, Force Majeure shall not include financial distress of Contractor or any Vendor.

52. 2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.

- 52.3 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(Ten) days, the parties shall meet and determine the measures to be taken.
- 52.4 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

## **F. RESOLUTION OF DISPUTES:**

### **53.0 SETTLEMENT OF DISPUTES:**

- 53.1 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.
- 53.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor arising out of the Contract for the performance of the Supply/works whether during the progress of the Supply/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-In-Charge, 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.
- 53.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Supply/Works and shall forthwith be given effect to by the Contractor who shall proceed with the Supply/Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 53.4 If after the Engineer-In-Charge 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.
- 53.5 In the event of the Engineer-In-Charge failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner 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.

### **54.0 ARBITRATION:**

- 54.1 All disputes or differences in respect of which the decision, if any, of the Engineer-In-Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 54.2 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 a Presiding Arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act 1996. 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.

- 54.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.
- 54.4 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, extend 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.
- 54.5 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.
- 54.6 No decision given by the Engineer-In-Charge 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.
- 54.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

**55.0 JURISDICTION OF COURT:**

- 55.1 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.
- 55.2 Writ Jurisdiction shall come under High Court Of Odisha.

**G. OTHER TERMS AND CONDITIONS:**

**56.0 CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM:**

- 56.1 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 OWNER for a period as may be decided by the OWNER.
- (i) Financial Status
  - (ii) Project Execution and Project Management Capability.
  - (iii) Engineering & QA Capability
  - (iv) Claims & Disputes

**57.0 INELEGIBILITY FOR FUTURE TENDERS:**

- 57.1 Notwithstanding the provisions specified in ITB, if a bidder after having been issued the Letter of Award, either does not sign the Contract Agreement pursuant to ITB or does not submit acceptable Contract Performance Bank Guarantee or does not execute this contract, such bidder may be considered ineligible for participating in future tender of OWNER for a period as may be decided by the owner.

**58.0 GRAFTS & COMISSIONS:**

- 58.1** Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or 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 OWNER, 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 OWNER resulting from any cancellation. The OWNER shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

**END-Section-III**

**SECTION-IV**

**GENERAL CONDITIONS OF CONTRACT(GCC)**

**(ERECTION PART)**

**SECTION-IV**  
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**SECTION-IV**

**GENERAL CONDIONS OF CONTRACT(GCC)**

**(ERECTION PART)**

**A. INTRODUCTION:**

**1.0 GENERAL INFORMATION:**

- 1.1. “Odisha Power Transmission Corporation Limited (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) is interested for the construction of **Sub-Station & Associated Lines** on EPC contract Basis.
- 1.2. The brief scope of work shall be “**Engineering, Supply, Erection, Testing & Commissioning of .....**” in the Location / Area as specified in the ITB of the bidding documents.
- 1.3. Unless otherwise provided in the Contract agreement, these General Conditions Of Contracts shall govern the execution of this Contract.
- 1.4. The Contractor shall adhere to the General Conditions Of Contract for satisfactory completion of Work.

**2.0 DEFINITION OF TERMS:**



- 2.1 The **‘Contract’** means the Contract agreement entered into between the Owner and the Contractor as per the Agreement signed by the parties, including all attachments and appendices thereto and all documents listed and enclosed with the agreement.
- 2.2 **‘OWNER/OPTCL’** shall mean the ODISHA POWER TRANSMISSION CORPORATION Ltd , Bhubaneswar and shall include its legal representatives, successors and assigns.
- 2.3 **‘Contractor’** shall mean the Bidder whose bid to perform the contract has been accepted by the Owner for the award of the Works defined in the scope of works (Volume-II) and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 2.4 **‘Project Manager’** shall mean the officer of the OWNER appointed in writing by the Owner to act as Project Manager for this Project from time to time for the purpose of the Contract.
- 3.5 **‘Engineer-In-Charge’** shall mean the officer(s) of the OWNER or of the Project Management Consultant (PMC), appointed in writing by the Owner to act as Engineer-In-Charge for the Site/Package from time to time for the purpose of the Contract.
- 3.6 **‘Consulting Engineer’/TPIA/PMC’** shall mean any firm or person appointed as such from time to time by the Owner for the purpose of the execution of this contract.
- 3.7 The terms **‘Equipment’**, **‘Stores’** and **‘Materials’** shall mean and include equipment, stores and materials to be provided by the Contractor and its Vendor, if any, under the Contract. This shall also include Owner’s Supplied Materials (OSM), if any.
- 3.8 **‘Works’** shall mean and include the furnishing of Equipment/Stores/Materials, labour and services, as per the Specifications and complete erection, testing and Inspection and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 3.9 **‘Specifications’** shall mean the Specifications specified in the Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 3.10 **‘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 Owner or Contractor in the performance of the Contract.
- 3.11 The term **‘Contract Price’** shall mean the total price quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of works.
- 3.12 The term **‘Supply /Equipment Price’** shall mean the price of the Supply /Equipment portion, including Freight & Insurance and Taxes & Duties as specified in LOA and Contract Agreement .
- 3.13 The term **‘Erection Price’** shall mean the price of erection including foundation work, testing and commissioning including completion of performance and guarantee tests as specified in LOA and Contract Agreement.
- 3.14 **‘Manufacturer Vendor’s Works’** or **‘Contractor’s Works’**, shall mean the place of work used by the Manufacturer Vendor’s, the Contractor, their collaborators / associates or Sub-Contractors for the performance of the Contract.
- 3.15 **‘Inspector’** shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment; stores or works under the Contract of the Owner. and / or the duly authorized representative

- 3.16 “**Letter of Award**” shall mean the letter issued by the Owner intimating the Contractor that his bid has been accepted.
- 3.17 “**Month**” shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 3.18 A “**Week**” shall mean continuous period of seven (7) days.
- 3.19 “**Writing**” shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.
- 3.20 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, judgment, direction etc. is understood to be a function of the Owner /Engineer.
- 3.21 “**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 Owner.
- 3.22 “**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-In-Charge, unless otherwise specified elsewhere in the Contract.
- 3.23 “**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.
- 3.24 The term “**Final Acceptance**”/”**Taking Over**” shall mean the Owner’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.
- 3.25 “**Commercial Operation**” shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads for periods mentioned in the specification so as to relieve the Contractor of his obligations for such operation under the Contract.
- 3.26 “**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/equipments performed under the Contract.
- 3.27 “**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.
- 3.28 “**Drawing**”, ‘Plans’ shall mean all:
- i. Drawings furnished by the Owner as a basis of Bid /Proposals.
  - ii. Supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the Contract.
  - iii. Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner.
  - iv. Drawings furnished by the Owner to the Contractor during the progress of the work; and
  - v. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.

- 3.29 'Codes' shall mean the following including the latest amendments and/or replacements, if any:
- i. Indian Electricity Act, 1905 and Rules and Regulations made thereunder.
  - ii. Indian Factory Act, 1948 and Rules and Regulations made thereunder.
  - iii. Indian Explosives Act, 1884 and Rules and Regulations made thereunder.
  - iv. Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.
  - v. A.S.M.E. Test Codes.
  - vi. A.I.E.E. Test Codes
  - vii. American Society of Materials Testing Codes.
  - viii. Standards of the Bureau of Indian Standards (BIS).
  - ix. Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
  - x. OPWD Code with its latest amendments.
- 3.30 **Words** imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 3.31 Words imparting 'Person' shall include firms, companies, corporations and associations or individual/ bodies of individuals, whether incorporated or not.
- 3.32 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.
- 3.33 In addition to the above the following definitions shall also apply.
- a) 'All equipment and materials' to be supplied shall also mean 'Goods/Materials'.
  - b) 'Constructed' shall also mean 'erected and installed'.
  - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Bank Guarantee'.
- 2.34 Trial Operation, reliability test, trial 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.
- 2.35 "**Effective Date of Contract**" shall mean the date of issuance of Letter of Award.
- 2.36 "**Defect Liability Period**" shall mean a time span of six months from the date of commissioning of the installation during which Owner has the right to point out defects and deficiency of the installation to the Contractor in writing for attending to the same.
- 2.37 "**Commissioning**" shall mean the first successful operation of the electrical installations after all initial adjustments and trials have been completed.
- 2.38 "**e-Tender Portal**" shall mean the Official tender portal used/to be used or referred to by the OWNER for the purpose of invitation of Bid through electronics mode.
- 2.39 "**Package**" shall mean a group of Sub-stations and Associated Lines (including Bay work in the source S/S of the incoming line/LILO arrangement) at identified locations clubbed together for the purpose of award of works contract.

### 3.0 APPLICATION:

- 3.1 These General Conditions of the Contract shall apply to the extent that these are not in conflict with the provisions in other parts of the Contract. The provisions contained

elsewhere in the contract shall be construed in the context they have been provided and shall apply in addition to the provisions in the General conditions of the Contract.

- 3.2 This Section-IV of Volume-I, General Condition of Contract- “ERECTION PART” shall apply to the execution of work by the Contractor as per the technical specification, Scope of work and Letter of Award or any amendment thereof.

**4.0 STANDARDS:**

- 4.1 The erection and commissioning under this Contract shall conform to the standards mentioned in the Drawing, Design and Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the works.

**5.0 LANGUAGE AND MEASURES:**

- 5.1 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.

**6.0 CONTRACT DOCUMENTS:**

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

- a) ITB, General Conditions of Contract Supply and General Conditions of Contract erection.
- b) Scope of Works and Specifications of the equipment as per Volume-II to be furnished and erected under the Contract Agreement.
- c) Accepted Techno-Commercial Bid.
- d) Accepted price Bid.
- e) Letter of Award.
- f) Any letters of clarifications issued by the Owner prior to the Award of Contract except to the extent of repugnancy.
- g) 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 Owner / Consultant.
- h) Any agreed variations of the conditions of the documents and General conditions of Contract.
- i) Contract Agreement and approved Work Completion Schedule (PERT/BAR Chart).

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

**7.0 USE OF CONTRACT DOCUMENTS:**

- 7.1 The Contractor shall not, without the Owner’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 Owner 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.

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

## 8.0 CONSTRUCTION OF THE CONTRACT:

- 8.1 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 (Supply Contract):** For Ex-works Supply of all equipment and materials including handling, Testing, Freight & Insurance for delivery at site.
  - ii) **Second Contract (Erection 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-Supply Contract**" and any other services including civil work 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.
- 8.2 In case of divisible supply and erection Contract, or where the Owner 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 Owner in the form acceptable to Owner 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 to this Volume-1.
- 8.3 The Contract shall in all respects be construed and governed according to Indian Laws.
- 8.4 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).

## 9.0 MANNER OF EXECUTION OF CONTRACT:

- 9.1 The Owner shall issue the Letter of Award to the Contractor, which shall be acknowledged by the contractor duly signed by the Authorized Signatory and Stamped and sent to the Owner within 07 (Seven) days of issuance of Letter of Awards.
- 9.2 The Contractor shall finalise the Works Completion Schedule-Annexure-XVI earlier furnished at the time of the Bidding with the OWNER within 21 days from the date of LOA for approval. The agreed work completion schedule shall form part of the contract agreement and also be applied for levy of liquidated damage.

The contractor shall also submit the sub-station wise work completion schedule along with sub-station wise cost breakup with reference to agreed work completion schedule and LOA respectively.

- 9.3 The contract shall be signed within 30 (Thirty) days of the issue of the Letter of Award, at the office of the Owner on a date and time to be mutually agreed. The Contractor shall provide Contract Performance Bank Guarantee, appropriate power of attorney and other requisite documents before signing of the contract. However, due to any circumstances on

the part of the contractor if they fail to submit the acceptable Contract Performance Bank Guarantee (CPBG) within the above mentioned 30 days time, the contractor can request for submission of the same beyond the above period. The Owner may allow a time period of maximum up to another 30 (Thirty) days depending on the merit of the request provided the Bid Security (EMD) is valid for a period of one (1) month beyond the extension being sought by the successful bidder. In such case, the contractor has to submit the fresh CPBG / rectified CPBG. In no case the contract signing should be extended beyond 60 days from the date of LOA.

- 9.4 The Contract Agreement will be signed in 03 copies (01 original & 2 copies) and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.
- 9.5 The Contractor shall provide free of cost to the Owner all the Engineering data, drawings, and descriptive materials submitted with the bid, in at least three (3) copies (01 Original & 2 Copies) to form as a part of the Contract immediately after issue of Letter of Award.
- 9.6 Besides, the Contractor shall provide 03 copies (01 Original & 2 Copies) of the contract document to the Owner within seven (07) days after the signing of the Contract at his own cost.

#### **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 CONTRACTUAL OBLIGATION:**

- 11.1 Unless otherwise terminated under the provisions of any other relevant clause, the obligation under this Contract shall be deemed to have been ceased on the expiry of the 'Latent defect Warranty'.

### **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 Owner 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 Engineering, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Letter of Award specifying the Key Mile Stone. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner 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 Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be review while reviewing the progress of the Contractor.

- 12.3 Based on the above agreed Work Completion Schedule (PERT/Bar Chart) specifying the Key Mile stones, the contractor shall supply the Materials and furnish fortnightly progress reports to the Engineer-In-Charge.
- 12.4 Such supply programme shall be reviewed, updated considering the progress of the work and site conditions and be submitted to the Engineer-In-Charge from time to time.
- 12.5 The above Work Completion Schedule (BAR/PERT Charts) and corresponding Supply and Erection Programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

**13.0 EFFECTIVE DATE OF CONTRACT:**

- 13.1 The effective date of contract shall be reckoned from the date of issuance of Letter of Award.

**14.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK:**

- 14.1 If the Contractor fails to complete the erection work at site for each item of completed work as per the Work Completion Schedule submitted under the Contract, Owner shall have the right to levy liquidated damages @0.5% for each week of delay or part thereof limited to maximum of 10% of the cost for the respective items of incomplete portion of works with reference to the agreed work completion schedule as per the agreed Key Mile stone.
- 14.2 Erection for any item will be deemed to have been completed only when all its parts (supply and erection at work site for each item of erection as per the agreed Work Completion Schedule) for that item of work has been completed. If parts of the items (supply & erection) as per Work Completion Schedule are not completed in time the erection for such item will be considered as incomplete erection of Work.
- 14.3 The total amount of liquidated damages for delay under the Contract will be subject to a maximum of 5% of the value of the erection contract.
- 14.4 The Owner shall recover the liquidated damages from the bills of the contractor.
- 14.5 However, if the liquidated damages remain un-recovered the same shall be recovered from the Contract Performance Bank Guarantee.

**15.0 PERFORMANCE GUARANTEE:**

- 15.1 The Contractor shall guarantee that the materials will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of 02 years commencing immediately after the satisfactory commissioning. The Contractor's liability shall be to the extent of repair/replacement of such defective equipment/material either arising from faulty design or defective equipment/materials and/or bad workmanship. Such defective equipment shall be handed over to the Contractor for repair or replacement by a new one, unless otherwise repairable at site. The Contractor shall complete the repair/replacement work within the reasonable time frame intimated by the Engineer-In-Charge.
- 15.2 If any defects are not remedied within the time frame, the Engineer-In-Charge may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights, which the Owner may have against the Contractor in respect of such defects.
- 15.3 In the event of any emergency where in the judgment of the Engineer-In-Charge, delay would cause serious loss or damages or repairs may be made by the Engineer-In-Charge or a third party chosen by the Engineer-In-Charge without advance notice to the Contractor and the cost of such work shall be recovered from the Contractor. In the event such action is taken by the Engineer-In-Charge, the Contractor will be notified forthwith 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.
- 15.4 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 guarantee period.
- 15.5 The repaired or new parts will be supplied 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.
- 15.6 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 15.7 The acceptance of the equipment/works by the Engineer-In-Charge shall in no way relieve the Contractor of his obligations under this clause.
- 15.8 In the case of those defective parts, which are not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-In-Charge shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 15.9 At the end of the guarantee period, the Contractor's liability ceases except for latent defects.
- 15.10 In respect of goods supplied by Vendor (Manufacturer) to the Contractor where a longer guarantee (more than 02 years) is provided by such Vendor/(Manufacturer), the Owner shall be entitled to the benefits of such longer guarantee.
- 15.11 The provisions contained in this clause will not be applicable.
  - a) If the Owner 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 case of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

15.12 The contractor shall not stand guarantee for the materials supplied by OWNER but shall stands guarantee during the erection of the materials.

15.13 FUNCTIONAL GUARANTEES: Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/materials with respect to the Technical Specifications. Equipment/Materials offered shall have minimum acceptable particulars / performance/efficiency specified in Technical Specification.

**16.0 DEFECTS LIABILITY PERIOD:**

16.1 The Owner shall have the right to intimate the contractor in writing mentioning the defects / deficiencies noticed, if any, in the installation within six months from the date of commissioning and the contractor is obliged to rectify the same within a reasonable time at his (Contractor) cost.

**17.0 LATENT DEFECT WARRANTY:**

17.1 The period of latent defect warranty shall be 02 years in case of AIS S/S from the date of completion of guarantee period and 5 years in case of GIS S/S (02 years from the date of completion of AMC Period of 3years).

17.2 The latent defect warranty shall mean such warranties which are 'Latent' to the equipment/materials supplied or erected which would not normally be discovered/seen by an inspection nor discoverable during the defects liability period. These are concealed flaws which one would normally not expect from the item during the execution of the contract or during the guarantee period but subjected from a construction defect for which the contractor shall remain liable for replacement/rectification for such 'Latent' defect.

17.3 OWNER shall exercise the right of warranty for replacement/rectification of Supply/Workmanship.

17.4 The OWNER will have a claim in damages against the contractor if the defects are a result of the contractor's breach of contract and/or negligence and the OWNER suffers loss as a result.

**18.0 ANNUAL MAINTENANCE CONTRACT (AMC):**

18.1 Contractor shall ensure that the Manufacturer extends comprehensive Annual Maintenance Contract (AMC) for the GIS S/s (only for GIS equipment) commissioned by them for 3 years from the date of completion of Guarantee Period. There shall be no AMC for AIS equipment in GIS Sub-stations. The AMC price (03 years) for such GIS equipment shall be considered for the purpose of evaluation for GIS Sub-Station. There will be quadripartite agreement between OWNER, Contractor, Manufacturer Vendor and DISCOM regulating the AMC at the price quoted by the Contractor 30 days prior to the handing over of the S/S by the OWNER to DISCOM. The contractor shall produce a consent letter from the Manufacturer to this effect as per **Annexure-XIV(B)**.

- 18.2 The Manufacturer shall be required to furnish the Bank Guarantee in favour of DISCOM @10% of the AMC cost valid up to 90 days over and above the AMC period at the time of signing of the AMC agreement 30 days prior to the completion of the Guarantee period.
- 18.3 Payment towards AMC charges shall be released on quarterly basis by the DISCOM as per the agreed terms and conditions of the AMC contract agreement.

**19.0 AFTER SALES SERVICES:**

- 19.1 Contractor shall ensure that the respective Manufacturer extends necessary facilities towards after sales service to the equipment for all AIS/GIS Sub-Station commissioned by them after completion of Annual Maintenance Period on DISCOM/OWNER entering in to the after sales services arrangement at its option. The contractor shall produce a consent letter from the Manufacturer to this effect in the bid.

**20.0 LIMITATION OF LIABILITIES:**

- 20.1 The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Defect liability period, Guarantee period and Latent Defect Warranty period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released.

**21.0 INSPECTION AND TESTING:**

- 21.1 All the materials erected at site shall be inspected by the Owner or any authorized representative of the Owner or jointly by the Owner/representative of PMC/ Owners Authorized Representatives with the Third Party Inspecting Agency (TPIA) engaged by the nodal agency ( i.e. OWNER) for the Project with respect to the technical parameters mentioned in the scope of works. After completion of each item of works as per PERT, the contractor shall give the advance intimation in writing about the place of Inspection and or Testing.
- 21.2 The Engineer-in-charge/Project Manager or their Authorized representative shall be entitled at all reasonable times during erection to inspect and examine the works at the project site about quality and workmanship of the erection (including Civil Structure Work) done under this contract. However, such inspection / examination and testing shall not relieve the contractor of his obligations to execute under the contract.
- 21.3 The Engineer-In-Charge 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-In-Charge 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-In-Charge, 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.
- 21.4 TPIA expenditure to be borne by OWNER. However, for any default on the part of the contractor or its vendor (materials not ready for inspection/2nd time inspection of the same equipment/works due to short comings in the equipment/works offered for inspection) the consequential charges shall be recovered from the Contractor.

**22.0 DEVIATION TO THE SCOPE OF WORKS:**

22.1 Deviation to the scope of works is not permissible under the contract. However, any variation to the scope during execution shall only be made with the prior approval of OWNER justifying the reason of such changes. Changes in quantity within the limit of  $\pm 25\%$  of the BOQ of the scope of work shall be allowed by OWNER at the same Unit Price. However, for any change in quantity more than 25% of the BOQ of the scope of work, contractor shall have to allow a discount of 10% to their Unit price.

**23.0 ENGAGEMENT OF SUB-CONTRACTOR:**

23.1 The engagement of Sub-Contractor is normally not allowed. However, for the purpose of associated work where it is warranted, the contractor shall engage Sub-Contractor with the prior written permission of the OWNER.

23.2 Under no circumstances the Sub-Contractor shall further Sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly.

**24.0 NO WAIVER OF RIGHTS:**

24.1 Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the Owner 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 Owner 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.

**25.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF THE CONTRACTOR:**

25.1 No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of the Owner 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 Owner 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 Owner against the Contractor.

**26.0 ENGINEER-IN-CHARGE'S DECISION:**

26.1 In respect of all matters which are left to the decision of the Engineer-In-Charge including the granting or with-holding of the certificates, the Engineer-In-Charge shall, if required to do so by the Contractor, give in writing a decision thereon.

26.2 If, in the opinion of the Contractor, a decision made by the Engineer-In-Charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-In-Charge, within fifteen (15) days after receipt of the decision, a written objection to the decision with a copy to the Project Manager. Failure to file an objection

within the allotted time will be considered as an acceptance of the Engineer-In Charge's decision and the decision shall become final and binding. In the event, the decision made by the Engineer-In-Charge is not acceptable to the Contractor; they may refer the matter to the Project Manager for intervention and resolution of the issue.

- 26.3 The Engineer-In Charge' decision and the filing of the written objection thereto shall be a condition precedent to the right to request for 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-In-Charge as rendered shall be promptly observed.

### **C. CONTRACT SECURITY AND PAYMENTS:**

#### **27.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

- 27.1 The Contractor shall furnish Contract Performance Bank Guarantee (s) for satisfactory performance of the Contract in the prescribed form within thirty (30) days of "Letter of Award". The performance bank guarantee(s) shall be as per terms prescribed in Section ITB, Conditions of Contract Vol.-I.

#### **28.0 MODE OF PAYMENT:**

- 28.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner 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.
- 28.2 Payment due on works (erection and commissioning at site) as per the payment schedule shall be made by the Owner through Owner's Bank or directly to the Contractor through (RTGS /A/C Payee Cheque).
- 28.3 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 after erection and commissioning of works at site against documentary evidence as per the payment terms.
- 28.4 In case the Contract is awarded to a joint venture, the Advance Bank Guarantee(s) as well as Contract Performance Bank Guarantee(s) shall be issued by the Bank containing the name of Joint Venture/Consortium covering all the partners including the Lead Partner as contractor. These Bank Guarantee(s) may be issued at the instance of the Lead Partner or Other Partner in the ratio of their JV/Consortium agreement of the Joint Venture/Consortium. All payments shall be made directly to the Lead Partner Only.
- 28.5 The contractor shall furnish the particulars of his Bank required for releasing the payment.

#### **29.0 CURRENCY OF PAYMENT:**

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

#### **30.0 DUE DATE OF PAYMENTS:**

- 30.1 The initial advance amount shall be payable within thirty (30) days of receipt of the Contractor's invoice subject to fulfillment of all the conditions for receipt of such advance payment. Owner will make progressive payment within thirty (30) days of receipt of the Contractor's invoice against works as per the agreed key mile stones and as per the terms of payment.

#### **31.0 PAYMENT SCHEDULE:**

- 31.1 The Contractor shall prepare and submit detail breakup of the contract price along with the necessary documents to be furnished to entitle for such payment to the Engineer-In-Charge for approval. This Contract price break up shall be interlinked with the agreed mile stone of the Work Completion Schedule of the Package. Any payment under the Contract shall be made only after the Contractor's price break up is approved by the Engineer-In-Charge. The aggregate sum of the Contractor's price break up shall be equal to the Contract price.

**32.0 TERMS OF PAYMENTS:**

**(I) MOBILISATION ADVANCE PAYMENT (UP TO 10%) :**

An advance up to 10% (ten percent) of total contract price (Erection and Commissioning) bearing simple interest @10% p.a. shall be paid as Mobilization Advance, if required, subject to the following.

- i. Signing of the Contract Agreement along with agreed Work Completion Schedule (PERT/BAR Chart).
- ii. Submission of Invoice for payment of advance.
- iii. Submission and acceptance of unconditional irrevocable Contract Performance Bank Guarantee issued in favor of OWNER as per the ITB.
- iv. Submission and acceptance of unconditional and irrevocable Advance Payment Bank Guarantee in favor of OWNER for an amount equivalent to the amount of advance as per the prescribed format. The Bank Guarantee, so provided, should be en-cashable at the local branch at Bhubaneswar of the issuing Bank and shall remain valid for a period not less than 90 days over and above the scheduled date of completion period. If the contract period gets extended, the Advance Bank Guarantee shall also be extended accordingly unless otherwise the entire advance amount has been already recovered from the contractor. The Advance Bank Guarantee may be split in to four nos. of Bank Guarantees i.e. @2.5% of the total contract price of Erection component. The said Bank guarantees shall be returned progressively after recovery of the equivalent amount from the contractor. The total advance amount along with interest shall be progressively recovered while releasing the 90% payment towards erection bill
- v. Establishment of contractor's site office and certification by the Engineer-In-Charge that satisfactory mobilization for storage and erection exists.

**(II) PROGRESSIVE PAYMENT (90%) FOR ERECTION AND COMMISSIONING PART:**

90% (Ninety Percent) of contract price (Erection) on pro-rata basis along with 100% taxes and duties shall be paid within 30 days of submission of claim for each completed items of work certified by the Engineer-In-Charge. No payment shall be released unless the invoice is supported with the following documents;

- i. Invoice in Triplicate duly certified by the Engineer-In-Charge.
- ii. Work Completion Certificate for each completed work duly certified by the Engineer-In-Charge.
- iii. Monthly Material Utililisation Certificate and quarterly Material Reconciliation statement duly certified by the Engineer-In-Charge.
- iv. Copy of joint measurement certificate (JMC) jointly signed by the Engineer-In-Charge and the Contractor.
- v. Return of dismantled materials, if any, duly acknowledged / certified by the concerned Engineer-In-Charge.

- vi. Acceptance of Contract Performance Bank Guarantee.
- vii. Copies of all Statutory documents such as Valid Labour License, PAN Card and Storage-Cum-Erection Insurance Certificate shall be furnished against the first running bill.
- viii. Besides above, any other documents as required by the Engineer-In-Charge.

**(III) FINAL PAYMENT (10%) FOR ERECTION AND COMMISSIONING PART:**

Balance 10% (Ten percent) of contract price shall be paid within 30 days of submission of claim after successful completion of all works including any additions and alterations envisaged under this package as follows;

a. For successful erection & Commissioning and takeover of each Sub-Station and associated lines:

- i. 5% of the contract price (erection and commissioning portion) shall be made after successful erection & Commissioning and takeover of each Sub-Station and associated lines including any additions and alterations envisaged under this package.
- ii. Return of dismantled materials.
- iii. Final Material Reconciliation Statement.
- iv. Joint Verification certificate between the Engineer-In-Charge and Contractors representative and taking over certificate.
- v. The payments shall be subject to clearance from Electrical Inspectorate.

b. For successful erection & Commissioning and takeover of all the Sub-Station and associated lines under the package:

- i. Balance 5% of the contract price (erection and commissioning portion) shall be made after successful Commissioning and takeover of all the Sub-Station and associated line in all respects.
- ii. Return of Unused Materials for which payment has already been released.
- iii. Certification of Electrical Inspector.
- iv. Signing of Handing over and Taking Over Certificate.
- v. Submission of Material Reconciliation Statement.
- vi. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.
- vii. Final Invoice duly certified by the PMC/Project Manager.

**33.0 DISCOUNT AND DEDUCTIONS:**

- 33.1 Discount in %age as quoted by the contractor, if any, shall be applied pro-rata on the amount quoted for individual item before the discount.
- 33.2 If the discount is given at negotiation stage, if any, in Lump sum manner, the same will be converted into %age term and Para 33.1 shall be applied.

**34.0 DEDUCTIONS FROM CONTRACT PRICE:**

- 34.1 All costs, damages or expenses which the Owner might have paid, for which Contractor is liable under the Contract, will be recovered from the Contractor.

**35.0 TAXES AND DUTIES:**

- 35.1 The price quoted by the bidder for erection and commissioning portion is inclusive of all Taxes & Duties including Service Tax. The Service Tax at the applicable rate shall be

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released by the Owner to the Contractor on submission of documentary evidence for payment of earlier running bill. The reverse charge mechanism as applicable for released of service tax to the contractor shall be effected.

35.2 Any changes in the rates of taxes & duties during the contractual period shall be borne by the OWNER.

**36.0 STATUTORY DEDUCTION (TDS):**

36.1 All statutory deduction for WCT, Income Tax, Surcharge on Income Tax, construction Cess and other taxes etc as applicable at the time of payment shall be deducted and to be deposited with the relevant tax authorities .

36.2 For Such cases TDS certificates shall be issued by OWNER.

**37.0 PAYMENT TOWARDS AMC COST:**

Payment towards total comprehensive AMC cost including service tax shall be paid on quarterly basis by the DISCOM subject to the following .

- i. Signing of the quadripartite AMC agreement.
- ii. Submission of the Invoice in triplicate duly signed by the Authorised Signatory.
- iii. Performance Certificate pertaining to satisfactory execution of the AMC duly certified by the Authorised Executive of the DISCOM.
- iv. Submission and Approval of the Contract Performance Bank Guarantee @10% of the Total AMC cost valid up to 90 days over and above the AMC period.
- v. Liquidated Damages as applicable shall be levied as per the terms of the AMC agreement.

**D) MANNER OF EXECUTION OF WORK:**

**38.0 MATERIALS HANDLING AND STORAGE:**

38.1 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.

38.2 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-In-Charge. 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.

38.3 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.

38.4 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.

- i.) The Engineer-In-Charge, in addition, may direct the Construction of S/S and Associated 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.

- ii.) 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.
- iii.) 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, this shall not constitute a reason for the delay in the execution.
- iv.) 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 be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by the Owner.
- v.) 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.
- vi.) 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.
- vii.) Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.
- viii.) 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.
- ix.) Materials/ Equipment supplied by Owner shall not be utilized for any other purpose (s) than issued for.

### **39.0 INDEMNITY BOND:**

- 39.1 For the materials/equipment to be provided by the Contractor and or for the owner supplied items, if any, 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 in favour of OWNER 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 and line to owner.



**40.0 STORAGE-CUM-ERECTION INSURANCE:**

- 40.1 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 / Vender's works, upto the completion of erection, testing & commissioning at site and taking over of the sub-station and associated line by the owner in accordance with the Contract.
- 40.2 Further all equipment and materials being supplied by OWNER, if any, 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 OWNER to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from OWNER before taking the insurance. The insurable value of the equipment being supplied by OWNER shall be intimated to the Contractor for arranging the insurance.
- 40.3 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 OWNER 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.

**41.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc. :**

- 41.1 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.
- 41.2 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.

**42.0 PROGRESS REPORTS ON UTILISATION OF MATERIALS:**

- 42.1 During execution of the Contract, the Contractor shall furnish fortnightly progress reports to OWNER in a format as specified by OWNER indicating the progress achieved during the month, and total progress up to the month against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred to above. Contractor shall also furnish to OWNER 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 OWNER.

**43.0 PHOTOGRAPHS AND WORK PROGRESS REPORT:**

- 43.1 The Contractor shall furnish progress photographs (03 nos.) of each work done at Site to the Engineer-In-Charge. Photographs shall be taken as and when indicated by the Engineer-In-Charge 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.

- 43.2 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.

**44.0 POWER, WATER & COMMUNICATION:**

- 44.1 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.

**45.0 CONTRACTOR'S FIELD OPERATION:**

- 45.1 The Contractor shall keep the Engineer-In-Charge 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-In-Charge shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer-In-Charge or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such work completion 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.

- 45.2 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-In-Charge is not intended to include review of Contractor's safety measures in, on or near the Work-Site, and their adequacy or otherwise.

**45 CO-OPERATION WITH OTHER CONTRACTORS,PMC AND TPIA:**

- 46.1 The Contractor shall co-operate with all other Contractors or Project Management Consultant (PMC) or Third Party Inspecting Agency (TPIA) appointed by the Owner, who may be performing other works on behalf of the Owner and the employees engaged by them. The Contractor shall also so arrange to perform his work as to minimize interference with the work of other Contractors and their workmen. The Engineer-In-Charge shall resolve any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the employees of the Owner. If the work of the Contractor is delayed because of any acts of omission or commission of another Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time for completing his Works.
- 46.2 The Engineer-In-Charge shall be notified promptly by the Contractor of any shortcomings in the other Contractor's works that could affect the Contractor's Works. The Engineer-In-Charge shall determine the corrective measures, if any, required to rectify this situation after inspection of the works and such decision by the Engineer-In-Charge shall be binding on the Contractor.

**47.0 WORK SCHEDULE:**

- 47.1 The Bidder shall include in his proposal his programme for supplying and erecting the equipments covered under the package. The programme shall be in the form of work completion schedule (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 line and transformers so as to achieve testing & commissioning of all equipments/materials under the Packages within the schedule completion period as indicated against each package from the date of letter of Award..
- 47.2 The schedule shall be reckoned from the date of issue of Letter of Award, Within 21 (Twenty One) days of issuance of Letter of Award, Contractor shall submit Work Completion Schedule (Bar Chart/ PERT Network) conforming to the delivery/erection dates mentioned in Letter of Award for review and approval. After approval of Work Completion Schedule (Bar Chart/PERT Network) reproducible with at least 03 numbers of prints as desired by OWNER, shall be submitted.
- 47.3 The approved work completion schedule (PERT/BAR Chart) submitted by the contractor shall form the part of the contract agreement.
- 47.4 The provision of L/D leviable in case of delay in completion shall become effective after the period mentioned above for successful completion of testing and commissioning.
- 47.5 The Contractor shall furnish the sub-station wise work completion schedule and its cost breakup for the package to allow Incentive for early completion of work (sub-station with associated lines).

#### **48.0 UTILISATION OF ASH AND ASH PRODUCTS:**

- 48.1 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.

#### **49.0 ACCESS TO SITE AND WORKS ON SITE:**

- 49.1 The possession of the Site shall be handed over to the Contractor by the Owner in reasonable time.
- 49.2 The Owner 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.
- 49.3 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.
- 49.4 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.

#### **50.0 FACILITIES TO BE PROVIDED BY THE OWNER:**

- 50.1 Site for erection and commissioning works:

The OWNER shall make arrangement to provide Land (Site) for the erection and commissioning of the works. Any construction of temporary roads, offices, work- shop, etc shall be done by the Contractor at his own cost.

**50.2 Electricity Power supply:**

Contractor shall arrange power supply themselves at their own cost. However, OWNER , if required, will facilitate the supply of power from the respective DISCOMs. Power required for Bay extension Work at OWNER's Grid Sub-Station will be provided free of cost.

**50.3 Water Supply:**

Supply of water shall be arranged by the contractor at their own cost. Water supply for Bay extension works at OWNER's Grid Sub-Station will be provided free of cost.

**50.4** The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. However, OWNER and its Project Management Consultant (PMC) will make all endeavor to facilitate process of securing the ROW. Any statutory fees for getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. body shall be reimbursed by the OWNER.

**51.0 LINES AND GRADES**

**51.1** 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-In-Charge at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer-In-Charge 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-In-Charge to enable the Contractor to proceed with his works. Any work done with out being properly located may be removed and/or dismantled by the Engineer-In-charge at Contractor's expense.

**52.0 CONSTRUCTION MANAGEMENT:**

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

**52.2** The Engineer-In-Charge shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer-In-Charge. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer-In-Charge and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer-In-Charge 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.

**52.3** 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-In-Charge, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

52.4 The Engineer-In-Charge 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.

**53.0 FIELD OFFICE RECORDS:**

53.1 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 supplied and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer-In-Charge in required number of copies.

**54.0 TRAINING OF OWNER'S PERSONNEL:**

54.1 The Contractor shall undertake to train, free of cost, ten (10) nos. personnel selected and sent by the Owner at their works 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 Owner. These personnel shall be given special training in their shops and/or in their Collaborator's works and if that is not possible, in any other plant where equipment manufactured by the Contractor or his collaborator is under installation, operation, or testing to enable these personnel to become familiar with the equipment being furnished by the Contractor. The details of the persons to be trained, period of training, nature of training etc. shall be as outlined in accompanying Technical Specifications of Contract.

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

54.3 The Owner 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.

**55.0 CODE REQUIREMENTS:**

55.1 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.

**(E) CONTRACTOR'S OBLIGATION:**

**56.0 FIRST AID:**

56.1 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.

**57.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:**

57.1 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-In-Charge. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer-In-Charge or by the Engineer-In-Charge 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-In-Charge. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

**58.0 WORK & SAFETY REGULATIONS:**

58.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Owner 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-In-Charge, as he may deem necessary.

58.2 The Contractor will notify well in advance to the Engineer-In-Charge 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-In-Charge 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-In-Charge 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 Owner and the Owner shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer-In-Charge's instructions. Further, any such decision of the Engineer-In-Charge 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-In-Charge, the Contractor shall use alternative methods with the approval of the Engineer-In-Charge without any cost implication to the Owner or extension of work schedule.

58.3 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-Charge. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

58.4 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 Owner in this regard.

- 58.5 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-In-Charge or by the person authorised by him.
- 58.6 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.
- 58.7 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-In-Charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 58.8 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.
- 58.9 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.
- 58.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Owner to handle such fuses, wiring or electrical equipment
- 58.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- a) Satisfy the Engineer-In-Charge that the appliance is in good working condition;
  - b) Inform the Engineer-In-Charge of the maximum current rating, voltage and phases of the appliances;
  - c) Obtain permission of the Engineer-In-Charge detailing the sockets to which the appliances may be connected.
- 58.12 The Engineer-In-Charge 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.
- 58.13 No electric cable in use by the Contractor/Owner 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.

- 58.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer-In-Charge and a permit to work shall be issued by the Engineer-In-Charge 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.
- 58.15 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.
- 58.16 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-In-Charge 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.
- 58.17 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-Charge in prescribed form and also to all the authorities envisaged under the applicable laws.
- 58.18 The Engineer-In-Charge 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-In-Charge within 3 days of such stoppage of work and decision of the Engineer-In-Charge in this respect shall be conclusive and binding on the Contractor.
- 58.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in the above clause 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.
- 58.20 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 lit.
- 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.

58.21 The Contractor shall follow and comply with the Owner'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 Owner's Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

58.22 If the Contractor fails in providing safe working environment as per Owner's Safety Rules or continues the work even after being instructed to stop work by the Engineer-In-Charge as provided in clause above, the Contractor shall promptly pay to the Owner, on demand by the Owner, 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-In-Charge. However, in case of accident taking place, causing injury to any individual, the provisions contained here in shall also apply in addition to compensation mentioned in this clause.

58.23 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Owner 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 Owner's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to the Owner 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 Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

- 58.24 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Owner and no accident occurs then the Owner 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.

**59.0 UNFAVOURABLE WORKING CONDITIONS:**

- 59.1 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 of the equipments 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-In-Charge. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the Work Completion Schedule for construction of S/S and associated Line at various location in State of Odisha.

**60.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:**

- 60.1 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 Owner 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.
- 60.2 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-In-Charge and the Owner 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 Owners, related to removal and/ or replacement or protection of such property and utilities.

**61.0 CONTRACTOR'S AREA OF LIMITS:**

- 61.1 The Engineer-In-Charge 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-In-Charge.

**62.0 SECURITY:**

62.1 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-Charge in the prescribed manner.

**63.0 FIRE PROTECTION:**

63.1 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.

63.2 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 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.

63.3 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. Sufficient no. of such trained personnel must be available at the Site during the entire period of the Contract.

63.4 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.

**64.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:**

64.1 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-In-Charge 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-In-Charge.

64.2 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. Owner will assist in getting the above facility, in case he finds any difficulty.

64.3 First-aid:

64.3.1 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.

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

64.4 Cleanliness:

64.4.1 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-In-Charge. 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.

64.4.2 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-In-Charge. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

#### **65.0 EMPLOYMENT OF LABOUR:**

65.1 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.

65.2 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.

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

65.4 The Contractor's employees shall wear identification badges while on work at Site.

65.5 In case the Owner becomes liable to pay any wages or dues to Labour or 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 Owner may make such payment and shall recover the same from the Contractor's bills.

65.6 Compliance with Labour Regulations:

65.6.1 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 Owner at any point of time.

65.6.2 The Contractor shall keep the Owner indemnified in case any action is taken against the Owner 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.

- 65.6.3 If the Owner is caused to pay under any law as Employer Owner 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 Owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Owner including his amount of performance security for adjusting the aforesaid payment. The Owner 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 Owner.
- 65.6.4 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 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 Employer Owner by law. The Employer Owner 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 Employer Owner if they employ 20 or more contract labour.
  - f) Minimum Wages Act 1948: The Owner 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 Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees.
  - (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 Owner 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 Owners. 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. The Owner 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 Owner 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.

## **66.0 PROTECTION OF WORK:**

66.1 The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-In-Charge. No claim will be entertained by the Owner or by the Engineer-In-Charge 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 with the 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.

**67.0 DISCIPLINE OF WORKMEN:**

67.1 The Contractor shall adhere to the disciplinary procedure set by the Engineer-In-Charge in respect of his employees and workmen at Site. The Engineer-In-Charge 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-In-Charge 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.

**68.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:**

68.1 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 Owner against any or all such claim.

68.2 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 Owner, shall be to the account of the Owner. 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.

**69.0 LIABILITY FOR ACCIDENTS AND DAMAGES:**

69.1 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.

**70.0 SOLVING RIGHT OF WAY:**

70.1 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's endeavor should be to avoid habitations and densely populated areas while selecting route alignment.

70.2 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.

70.3 The key social and environmental aspects that are / may be associated with the Project relate to OWNER'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.

- 70.4 The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. However, OWNER and its Project Management Consultant (PMC) will make all endeavors to facilitate process of securing the ROW. Any statutory fees for getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. body shall be reimbursed by the OWNER.
- 70.5 In acquisition of ROW, Contractor should adhere to requirements of Indian telegraph Act and 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 fruit bearing trees and timber / non-fruit bearing trees respectively.
- 70.6 To assess the extent of land, crop and tree loss, Contractor team together with, 2 (Two) 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 HUF 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 to minimize involuntary resettlement, contractor will as part of the OWNER 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 resettlement activities.

## **71.0 LICENSE:**

- 71.1 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.
- 71.2 ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / EPC Contract 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 OWNER within 30 (thirty) days from the issue of LOA. The Firm should furnish all the required documents to the Authority for issuing the Project License within 15 days of issue of LOA positively. The Firm should furnish the documents as a proof to OWNER, that they have applied to the issuing



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

**72.0 OBTAINING OF STATUTORY APPROVAL:**

- 72.1 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.
- 72.2 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.
- 72.3 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.

**73.0 FRAUD PREVENTION POLICY:**

- 73.1 The contractor along with their associate / collaborator / subcontractor / vendors/ consultants/ service providers shall strictly adhere to the fraud prevention policy of the OWNER. 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 Owner about any fraud or suspected fraud as soon as it comes to their notice.

**74.0 MAN-POWER REPORT:**

- 74.1 The Contractor shall submit to the Engineer-In-Charge, on the first day of every month, detailed the man hours scheduled for the month, skill-wise and area-wise.
- 74.2 The Contractor shall also submit to the Engineer-In-Charge, 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.

**(F) CONTRACTOR'S CLOSEOUTS:**

**75.0 RECONCILIATION OF ACCOUNTS:**

75.1 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 Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the Owner before the award of Contract.

**76.0 SURPLUS MATERIALS:**

76.1 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 OWNER, if any, for erection that remain unutilized shall be returned to the owner, by and at the expense of the Contractor, in OWNER's store(s), except for the wastage allowed for various line materials in accordance with provision of the relevant clause.

76.2 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 lift unaccounted as decided by the owner.

**77.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS:**

77.1 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 Owner 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 Owner. These spares will be received and stored by the contractor at least three month from 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 the he will be allowed to take these parts back at his own cost with the permission of Engineer-In-Charge.

**78.0 TRIAL OPERATION:**

78.1 For Trial Operation, the system for a particular package, Sub-Station and Line shall be energized in presence of the representative of OWNER 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.

**79.0 TAKING OVER:**

- 79.1 Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the Contractor, the Engineer-In-Charge 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-In-Charge 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.
- 79.2 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.
- 79.3 Getting electrical inspector to inspect the plant and equipment is the responsibility of the Contractor. OWNER shall endeavor to facilitate for getting electrical inspector to inspect. However, the statutory fees shall be reimbursed by OWNER.
- 79.4 The work will be taken over Sub-station wise. However, total work will be deemed to be completed after takeover of all the substations and associated lines within the package.

**(G) RISK DISTRIBUTION:**

**80.0 FRUSTRATION OF CONTRACT:**

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

Furthermore, if the Owner 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.

- 80.2 In the event 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.

**81.0 EVENTS OF DEFAULT:**

Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:

(a) Contractor fails or refuses to erect conforming to the technical specifications or otherwise fails to execute the works assigned to them within the period specified in LOA or any extension thereof.

(b) Contractor becomes insolvent or is unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Contractor’s creditors file any petition relating to bankruptcy of Contractor;

( c) Contractor otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Contractor of notice of such failure from OWNER.

(d) Contractor fails to arrange for signing of the comprehensive Annual Maintenance Contract through a quadripartite agreement between the Manufacturer, Contractor, OWNER and DISCOMs following handing over to OWNER and subsequently operation and maintenance done by DISCOMs 30 days prior to the handing over of the S/S by the OWNER to DISCOM.

(e) Contractor fails or refuses to pay any amount due under the Contracts.

## **82.0 CONSEQUENCES OF DEFAULT:**

If an Event of Default occurs and would be continuing, OWNER may forthwith terminate the Contract by written notice.

In the Event of Default, OWNER may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

- i) present for payment, to the relevant bank the Contract Performance Bank Guarantee;
- ii) Recover any losses and / or additional expenses, OWNER may incur as a result of Contractor's default.

## **83.0 FORCE MAJEURE:**

83.1 The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc. ) or tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared ) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors ) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows :

1. Late delivery of materials caused by congestion of Contractor's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by Contractor and / or Vendor caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
3. Mechanical breakdown of any item of Contractor's or its Vendor's equipment, plant or machinery.
4. Delays due to ordinary storm or inclement weather or
5. Non-conformance by Vendor.

Additionally, Force Majeure shall not include financial distress of Contractor or any Vendor.

- 83.2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.
- 83.3 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such even to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10( ten) days, the parties shall meet and determine the measures to be taken.
- 83.4 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

**84.0 TERMINATION OF CONTRACT ON OWNER’S INITIATIVE:**

- 84.1 The Owner 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 Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 84.2 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 Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

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.

- 84.3 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 Owner 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 Owner 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 Owner that the legal representatives of the deceased Contract 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 Owner 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.

**85.0 CONTRACTOR'S DEFAULT:**

- 85.1 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-Charge in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, negligence 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 Owner 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 Owner 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 Owner 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 Owner 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.
- 85.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in this Section.
- 85.3 Such action by the Owner as aforesaid 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.

**86.0 SUSPENSION OF WORK:**

- 86.1 The Owner 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-In-Charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 86.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer-In-Charge. The Owner 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.

**87.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS:**

- 87.1 In case the completion of the Contract is delayed due to the reason(s) attributable to OWNER viz; handing over the sub-station Land, delay in approval of drawings due to extraneous reason etc, then the Contractor shall be given due extension of time for the completion of the works, to the extent of such delay.

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

**88.0 INCENTIVE:**

88.1 The contractor shall submit the sub-station wise work completion schedule along with sub-station wise cost breakup with reference to agreed work completion schedule and contract price as per LOA respectively within 21 days from the date of LOA. The sum total of price for each Sub-station with Associated Lines shall match with the contract price for the package both for supply and erection.

88.2 Based on the agreed work completion schedule sub-station wise, 0.5% of the contract price (both supply and erection Sub-Station wise) shall be paid as incentive for early completion of sub-stations with associated lines per completed week or part thereof with reference to agreed work completion schedule for the sub-station subject to overall limit of 3% of the total price both supply and erection Sub-Station for the sub-station and associated lines for each Unit.

**(H) DISPUTE RESOLUTION:**

**89.0 DISPUTES RESOLUTION AND SETTLEMENT OF DISPUTES:**

**89.1 SETTLEMENT OF DISPUTES:**

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

89.1.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner 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-In-Charge, 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.

89.1.3 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 Owner requires arbitration as hereinafter provided or not.

89.1.4 If after the Engineer-In-Charge 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.

89.1.5 In the event of the Engineer-In-Charge failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner 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.

**90.0 ARBITRATION:**

- 90.1 All disputes or differences in respect of which the decision, if any, of the Engineer-In-Charge has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 90.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Arbitration and Conciliation Act 1996. 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.
- 90.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The venue of arbitration shall be Bhubaneswar.
- 90.4 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.
- 90.5 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer-In-Charge 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-In-Charge for the purpose of obtaining the said decision.
- 90.6 No decision given by the Engineer-In-Charge 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.
- 90.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

**91.0 JURISDICTION OF COURT:**

- 91.1 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.
- 91.2 Writ Jurisdiction shall come under High Court Of Odisha.

**92.0 DEFENCE OF SUITS:**

- 92.1 If any action in court is brought against the Owner or Engineer-In-Charge or an officer or agent of the Owner, 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 Owner, and the Engineer-In-Charge and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.



**(I) OTHER TERMS AND CONDITIONS:**

**93.0 GRAFTS AND COMMISSIONS ETC.:**

93.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or 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 Owner, 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 Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

**94.0 CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM:**

94.1 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 OWNER.

- i. Financial Status
- ii. Project Execution and Project Management Capability.
- iii. Engineering & QA Capability
- iv. Claims & Disputes

**95.0 INELEGIBILITY FOR FUTURE TENDERS:**

95.1 Notwithstanding the provisions specified in ITB, if a bidder after having been issued the Letter of Award, either does not sign the Contract Agreement pursuant to ITB or does not submit acceptable Contract Performance Bank Guarantee or does not execute this contract, such bidder may be considered ineligible for participating in future tender of OWNER for a period as may be decided by the owner.

**END OF SECTION-IV**

**VOLUME-I**  
**SECTION-V**  
**BID PROPOSAL SHEETS (BPS)**

**BID PROPOSAL SHEET**

Bidder's Proposal Reference No. and Date:

Bidder's Name & Address :  
Contact Person :  
Designation :  
Telephone No. : Mobile No. :  
Fax No. : E-mail :

To

The Project Manager,  
ODSSP, Project Wing,  
ODISHA Power Transmission Corporation Ltd.  
Janpath, Bhubaneshwar.

**Sub:** Proposal for Engineering, Supply, Erection, Testing & Commissioning of  
.....

**Ref. :** 1. NOTICE INVITING TENDER(NIT) NO .....  
2. TENDER DOCUMENT REFERENCE NO.....  
3. PACKAGE: No..... of Phase-I .

Dear Sir,

1. We, the undersigned Bidder having visited the Official Tender Portal of the OWNER and having read and examined in detail the Tender Documents [e-NIT, Free View Documents (.pdf) and Bid Forms(in XLS formats)] including specifications of the package referred above, do here by propose to engineer and supply including all types of test at manufacturer's works, ocean shipment, marine insurance, custom clearance, port clearance and handling, inland transportation, inland transit insurance, delivery to site, loading & unloading, storage, insurance during storage and inside site transportation and erect and commission of the materials supplied under this contract including installation, performance testing and handing over to the OWNER of the complete Construction of Sub-Stations and associated lines work on EPC contract basis.

We, agree to the following major terms and conditions of the tender;

**2.0 PRICES AND VALIDITY:**

- 2.1 We declare that the prices quoted in our proposal are in accordance with your "Instructions to Bidders" and as per the bid form (in XLS formats) available in the Official tender Portal of the OWNER.
- 2.2 All the prices and the price components stated are FIRM and fixed during the period of the contract (except for statutory variations) in line with your bid documents/Schedules.
- 2.3 All the prices and other terms and conditions of this proposal are valid for a period of **180 (One Hundred Eighty) Days** from the date of opening of the bids as mentioned in the original tender notice.
- 2.4 The prices and the price components in line with the requirements of the bid documents Section-II of the Volume-III (Price Schedules) are keyed-In and uploaded in the Official Tender Portal of the OWNER.

- 2.5 We hereby declare that our bid prices cover entire scope of the work to complete the work in accordance with Bid Documents.
- 2.6 We hereby declare that prices left blank or indicating “nil/zero/0/dash/-/Not Applicable/NA/any other notation other than price” in the Schedules will be deemed to have been included in the prices of other items/total quoted Bid Price. The total of Grand Summary of the Price Schedules shall be deemed to be the total price inclusive of all taxes and duties.
- 2.7 If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender the tendered quantity (BOQ) will prevail.
- 2.8 We do not anticipate any change in ownership of company/firm. If at all and there would be a change in ownership, we undertake that our obligation under the contract in case we become successful bidder, shall stand.

### **3.0 TAXES & DUTIES:**

- 3.1 We declare that all the taxes and duties on transaction between us and our vendors and on transaction between the Owner and us are included in the quoted price and no separate claim on this behalf will be entertained by the OWNER.
- 3.2 However, any statutory variations in taxes & duties during the contract period on the materials supplied including bought out items is to OWNER's account. The said statutory variations in the taxes & duties shall be payable/receivable based on the TAX INVOICE vis-à-vis the amount of taxes and duties breakup shown in the price schedule submitted by the bidder at the time of bidding.
- 3.4 If the Entry Tax has been quoted as nil, it will be deemed to be included/exempted in our quoted price and the same shall be borne by us. If the Entry Tax is quoted to OWNER's Account, the amount of Entry Tax ( ..% age of sum of Ex-Works including Packing + Excise Duty+ Sales Tax/VAT + Freight & Insurance) as applicable shall be loaded to the Price quoted by us for the purpose of evaluation.
- 3.5 If the Entry Tax has been quoted nil by us, in such a case the Entry Tax amount paid by the OWNER, shall be deducted from our Bill. If the Entry Tax has been quoted in our price bid, in such a case the Entry Tax amount paid by the OWNER shall be recovered from our Bill, if the Entry Tax is included in our bill.
- 3.6 As regards the Income Tax, surcharge on Income Tax, statutory payments and other corporate taxes, we will be responsible for such payments to the concerned authorities.
- 3.7 The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by OWNER from our bills for which we cannot claim any reimbursement. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by OWNER.
- 3.8 We declare that, the discount, if any, offered by us shall be expressly mentioned in the price bid. The discount offered elsewhere in the bid shall not considered by the OWNER. The discount offered, if any, the same will be applied pro-rata on the amount quoted before the discount.
- 3.9 In case, where we have quoted for certain items based on the quotes of the approved sub-vender(s), the payment shall be made only to us limited to the quoted total amount after discount against those items.

**4.0 DEVIATIONS**

4.1 We hereby declare that work shall be performed strictly in accordance with the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents except for the deviation detailed out exhaustively in the following sheet.

- (a) Commercial NIL Deviations Attach 8.pdf
- (b) Technical Deviations Attach 9.pdf

Further, we confirm that any deviations found elsewhere in our proposal, other than those stated in above deviation sheet, shall not be given effect to. Deviation on account of better specification may be acceptable to OWNER, without any cost implication to the OWNER.

However, we understand that any deviations with respect to the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents not acceptable to the OWNER may render my bid non-responsive.

4.2 We have read the following major provisions of the ITB & GCC (Supply & Erection) and confirm that the specified stipulations of these provisions are acceptable to us irrespective of whatever has been stated to the contrary anywhere-else in our proposal.

- (a) Terms of Payment
- (b) Bid Security(EMD)
- (c) Contract Performance Bank Guarantee (Supply & Erection)
- (d) Liquidated damage for Delay in Delivery & Work Completion (Supply & Erection)
- (e) Price Basis & Payments (Supply & Erection)
- (f) Guarantee/Warranty(Supply & Erection)
- (g) Defect liability Period (Supply & Erection)
- (h) Completion Time (Supply & Erection)
- (i) Latent Defect Warranty (Supply & Erection)

We further confirm that any deviations to the above clauses at Sl.No. (a) through (i) found anywhere in our bid proposal implicit or explicit shall stand unconditionally withdrawn, without any cost implications whatsoever to the OWNER.

**5.0 TENDER COST, TENDER PROCESSING FEES AND BID SECURITY:**

5.1 We have scanned and uploaded the Demand Draft(s)/Bank Guarantee as applicable towards Tender Cost, Tender Processing Fees and Bid Security. The bid security has been submitted as per the format prescribed by the OPTCL valid for a period of 240 (Two hundred Forty) days from the date of opening of the bids as mentioned in the original tender notice. We have also submitted the above in original in a separate sealed envelope superscribing the Package No...., Bid ref. No. and Name.

5.2 The details of the above Demand Draft(s)/Bank Guarantee are as follows;

Particulars	DD/BG No. & Date	Amount (In Rs.)	Issuing Bank
Tender Cost			
Tender Proceesing fees			
Bid Security(EMD)			

**6.0 QUALIFICATION DATA:**

- 6.1 We confirm having uploaded(attachment.pdf)/keyed-in(Schedules) against the Techno-Commercial and Financial qualification requirement on your official tender portal as per qualifying criteria specified in the Instruction to bidders, Vol.-I.
- 6.2 In case, you require any further information in this regard, before evaluation of our bid, we agree to furnish the original in time to your satisfaction.
- 6.3 We declare that the documentary evidence in support of the above qualifying requirement and the information filled by us in this regard are correct to the best of our knowledge and belief. We undertake that if any of these documentary evidence/information are found incorrect, our bid shall be liable for rejection, and in the event we emerge successful in the bidding process and are awarded the work, we will be liable for all consequential damages apart from termination of the contract.

**7.0 OTHER STATUTORY DOCUMENTS:**

- 7.1 We have also uploaded (as an attachment .pdf) all the statutory documents mentioned in the ITB in support of the qualifying criteria.

**8.0 BID CAPACITY:**

- 8.1 We confirm that we have uploaded (documents attachemnt.pdf)/Keyed-in the schedules to meet our bid capacity criteria. We undertake to abide by the bid capacity assessed by the OWNER as per the following bid capacity qualification, if found successful in the bidding process;  
“200% of the highest Annual Turnover of the company (excluding its sister company) of any one year out of preceding five Financial Years to the year of the tender notification. However, while awarding the contract, a bidder shall be awarded four packages or the Bid Capacity Qualification whichever is lower”.
- 8.2 In case we participate through Joint Venture, we and our partner together shall also agree to the above bid capacity criteria.

**9.0 CONSTRUCTION OF CONTRACT:**

- 9.1 We understand that in case of award, the contract to be entered into shall be treated as a divisible Supply-Cum- Erection Contract. The Supply portion of the contract will relate to engineering, manufacturing, testing & inspection at manufacturer's works, packing, forwarding and transportation of equipment and materials, special tools & tackles and spares etc. (both in India/abroad) from manufacturing works/place of despatch (both in India/abroad) to project site including transit insurance as per Bidding documents. The Erection portion of the contract will relate to unloading, handing at site, storage, storage-cum-insurance and preservation at site, erection, testing, commissioning including all associated Mechanical, Electrical, Civil and Construction of all associated Structural & architectural works etc. for Construction of Sub-Stations and associated lines as per bidding documents.
- 9.2 We further agree that if the contract is awarded to us it will be on single source responsibility basis and breach in any portion or part of one contract shall be construed as

a breach of the other contract as well, which will confer on you the right to terminate the other contract, at our risk and cost.

**10.0 WORK COMPLETION SCHEDULE:**

- 10.1 If this proposal is accepted by you, we agree to submit engineering data, provide services and complete the entire works from time to time in accordance with schedules uploaded in the tender portal of the OWNER in line with the ITB and acceptable to OWNER.
- 10.2 We fully understand that the time schedule stipulated in the proposal is the essence of the contract, if awarded. To this effect the detailed PERT network/Bar Chart (work completion schedule) indicating key mile stones have been uploaded in the tender portal.
- 10.3 We undertake to submit the sub-station wise work completion schedule along with sub-station wise cost breakup with reference to agreed work completion schedule and LOA respectively within 21 days from the date of LOA.
- 10.4 We undertake to complete the works in a phased manner as per the work schedule agreed to the OWNER.

**11.0 SIGNING OF THE CONTRACT AGREEMENT:**

- 11.1 We undertake to sign the Contract Agreement as per the proforma mentioned in the ITB within **30(thirty)** days of Letter of Award.

**12.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

- 12.1 We agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this documents) in non-judicial stamp paper of appropriate value (as per the prescribed format) within 30 (thirty) days from the date LOA issued in favour of the ODISHA Power Transmission Corporation Ltd. The Bank Guarantee amount shall be equal to ten percent (10%) of the Contract Price separately for Supply portion and Erection portion. The bank guarantee shall be valid for 90 days over and above work completion period plus Guarantee Period. If the work completion period gets extended the Contract Performance Bank guarantee shall be extended accordingly.
- 12.2 In case we have participated through JV, the Contract Performance Bank Guarantee shall be 10% of the contract Price (contributed by both the partners in their JV sharing ratio).

**13.0 PERFORMANCE GUARANTEE:**

- 13.1 We Certify that all the material supplied under this contract are new and guaranteed to cover the guarantee period and shall conform to high standards of engineering and shall be capable of performing in continuous commercial operation in a manner acceptable to **OWNER**.
- 13.2 We declare that the ratings and the performance figures/parameters of the equipment/ plant furnished & erected by us are guaranteed in line with the GTP and Technical Specifications of Volume-II to cover the entire guarantee period.
- 13.3 We also undertake to take up the rectification/repair/replacement of materials or works, if any, during the defect liability period and latent defect liability.

**14.0 SELF DECLARATION FORM:**

14.1 I/We, the undersigned do hereby declare that, I/We have never been blacklisted and / or there were no debarring actions against us for any default in executing the EPC/Turnkey Contract or in the performance of the contract entrusted to us in any of the Electricity Distribution/Transmission Utilities of India.

14.2 In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid / contract shall be liable for rejection/ cancellation / termination without any notice at the sole discretion of the Owner.

**15.0 CHECK LIST:**

15.1 We confirm having enclosed a check list duly keyed-in Schedule of this proposal and confirm that all necessary data/information have been provided in our proposal as required in the bidding documents.

**16.0 ACKNOWLEDGEMENT OF DISCLAIMER:**

16.1 We undertake that we have conducted our own estimation and analysis and checked the accuracy, reliability and completeness of the information contained in the bid Document (Tender Notification, Free view Documents and Bid Forms) uploaded in the e-tendering portal and obtained independent advice from appropriate sources in our own interest for the purpose of bidding.

16.2 We understand that OWNER is not responsible for the Tender Portal being temporarily unavailable due to any technical issue at any point of time. In that event OWNER will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Tender Portal.

16.3 We agree to follow the time table of e-tendering process and get the activities of e-tendering processes done well in advance so as to avoid any inconvenience.

16.4 We undertake that in case of technical error/ failure of Tender Portal, we shall not challenge it by way of appeal, arbitration and in the Court of Law.

**17.0 DECLARATION:**

17.1 We, hereby declare that only the persons or firms interested in this proposal as principals are named herein and that no other person or firm other than those mentioned herein have any interest in this proposal or in the contract to be entered into if we are awarded the contract, and that this proposal is made without any connection with any other person, firm or party submitting a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.

17.2 Further, We hereby declare that we have gone through and understood the bid documents (including schedules in XLS available in the e-tender portal) in detail and tender portal instructions for the purpose of participating in the bidding process and enclose herewith attachments (in .pdf ) uploaded and Schedules (in XLS) Keyed-in both in line with the original document.

Dated this .....day of .....**20.....** at.....

Thanking you, we remain,



Yours faithfully,

Date : (Signature)

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Business Address:

Country of Incorporation :( States or Provinces to be indicated) (Name &amp; Address of the Principal Office)

**Enclosure:****A. Soft Form of Documents (Scanned Copy):**

Sl No	Description	.Pdf file reference
1	DD/BG towards Tender Cost, Bid Security (EMD) and Tender Processing Fees.	Attach 1.pdf
2	i. Power of Attorney /notarized copy for signing the bid document. ii. Joint Venture Agreement & Power of Attorney of Joint Venture (In case of Bid from Joint Venture).	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical QR requirement: i. Work Orders (including detailed bill of quantity for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above. iv. Valid HT Electrical License of the EPC Contractor (In case of JV Valid HT license of any of the partners).	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: iv. Audited Annual Accounts for last 05(five) years. v. Turn Over from the Project related activities duly certified by Chartered Accountants. vi. Un-utilized Credit facilities certificate from the Banker.	Attach 4.Pdf
5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. IT PAN. iii. IT Return of last three years. iv. VAT/CST Registration Certificate. v. SERVICE TAX Registration Certificate. vi. EPF & ESI Registration Certificate etc.	Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). <b>Note: The enclosed Schedules specified in the BPS are in the XLS format, the same shall be keyed-in by the Bidder in the tender portal separately.</b>	Attach 6.pdf
7	<b>Un priced schedules</b> –duly signed and stamped mentioning applicable rate structure considered in their price bid as per	Attach 7.pdf

	<b>Annexure-XXI</b> along with documentary evidence pertaining to exemption/concession on taxes & duties.	
8	NIL Deviations Schedule- Commercial to be submitted as per the prescribed format duly signed.( <b>Annexure-XX</b> )	Attach 8.pdf
9	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded ( Annexure-XIX)	Attach 9.pdf
10	Work Completion Schedule to be signed and uploaded as per the format (Annexure-XVI)	Attach 10.pdf
11	List of Major Bought out items and their Manufacturer Vendors as per the format (Annexure-XVIII)	Attach 11.pdf
12	Undertaking for pilling foundation work as per the format (Annexure-XV)	Attach 12.pdf
13	Manufacturers Authorization form as per the format (Annexure-XIV)	Attach 13.pdf
14	Under taking for Black listing and debarring action as per the format (Annexure-XVII)	Attach 14.pdf
15	Fraud Prevention Declaration as per the format (Annexure-XIII)	Attach 15.pdf
16	Any Other relevant documents	Attach 16.pdf

**B. Schedules (XLS format) in the Tender Portal : :**

Sl. No.	Particulars	Schedules in XLS format
1	Bidders information	Schedule-I
2	Acceptance of Important Condition of the Contract	Schedule-II
3	Check List	Schedule-III
4	Table- Tech-I	Schedule-IV
5	Table- FIN No 1, 2, 3 & 4	Schedule-V
6	Guaranteed Technical Particulars(GTP)	Schedule-VI
7	Components of Price	Schedule- (VIIA, VIIB.....)
8	Summary Price Proposal	Schedule-VIII

**SCHEDULE-I in XLS Format**

<b>BIDDER'S INFORMATION SHEET</b>		
ODISHA POWER TRANSMISSION CORPORATION LIMITED		
NOTICE INVITING TENDER-NIT NO	.....	
TENDER SPECIFICATION NO.	.....	
PACKAGE NO.	..... OF PHASE-I	
NAME OF THE WORK	"Construction of .....ON EPC CONTRACT BASIS".	
NAME OF THE BIDDER		
THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS.		
Sl.No.	DETAILS	TO BE FILLED IN BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (Name of the BUSINESS PLACE)	
3	ADDRESS	
4	CITY	
5	STATE	
6	COUNTRY	
7	PIN CODE	
8	PHONE NO.	
9	FAX NO.	
10	CST REGISTRATION NO.	
11	VAT REGISTRATION NO.	
12	SERVICE TAX REGISTRATION NO.	
13	PAN NO.	
14	TAN NO.	
15	CONTACT PERSON'S NAME	
16	POSITION / DEPARTMENT OF CONTACT PERSON	
17	CONTACT PERSON'S E MAIL ID	
18	CONTACT PERSON'S PHONE NO. AND MOBILE NO.	
19	CONTACT PERSON'S FAX NO.	
20	DETAIL ADDRESS OF JV PARTNERS (IF ANY), WITH ALL THE ABOVE INFORMATION.	

### ACCEPTANCE OF IMPORTANT CONDITIONS

1	With reference to bid proposal being submitted to OPTCL against NOTICE INVITING TENDER-NIT NO. .... TENDER SPECIFICATION NO-.....Package –....., we hereby confirm that we have read the provisions of the following clauses and that notwithstanding anything stated elsewhere to the contrary, we agree that the stipulations of these clauses are acceptable to us except those declared as “not agreed”.	
	<b>NAME OF THE BIDDER</b>	
	Bid Proposal Ref. No. .... Dated...	
	Bidder's Address:	
Sl. No	Terms & Conditions	<b>Declaration (Indicate Agreed / Not Agreed)</b>
(a)	Bid Security (EMD)	
(b)	Contract Performance Bank Guarantee (Supply & Erection)	
(c)	Liquidated Damage for delay in completion of Supply & Erection	
(d)	Price Basis	
(e)	Terms of Payments	
(f)	Bid Validity Period	
(g)	Performance Guarantee, Defects Liability Period and Latent Defects Warranty	
(h)	Work Completion Period	
(i)	Annual Maintenance Contract (applicable in case of GIS S/S)	
(j)	We hereby undertake to agree to all other terms and conditions of the tender for the purpose of consideration of our bid.	
Note:	Any deviation to the above clauses at Sl. No. (a) through (j) found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to OPTCL.	

**CHECK LIST****(ATTACHMENT TO BID PROPOSAL SHEET AND KEYED-IN SCHEDULES)**

<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL)</b>			
<b>NAME OF THE BIDDER</b>			
<b>Bid Proposal No. / Date</b>			
The following attachments(files in pdf format) and schedules in XLS are attached to bid proposal sheet and Keyed –In (Mandatory)			
<b>Sl. No.</b>	<b>Description</b>	<b>File name</b>	<b>(Indicate YES / NO)</b>
1	DD towards Tender Cost, DD/BG towards Bid Security (EMD) and DD towards Tender Processing Fees.	Attach 1.pdf	
2	<ul style="list-style-type: none"> <li>i. Power of Attorney /notarized copy for signing the bid document.</li> <li>ii. Joint Venture Agreement &amp; Power of Attorney of Joint Venture (In case of Bid from Joint Venture).</li> </ul>	Attach 2.pdf	
3	<p>Following documents/Credential in support of meeting Technical QR requirement:</p> <ul style="list-style-type: none"> <li>i.Work Orders (including detailed bill of quantity for supply &amp; erection works)</li> <li>ii.Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above.</li> <li>iii.Performance Certificate in respect of the work orders furnished as above.</li> <li>iv.Valid HT Electrical License of the EPC Contractor (In case of JV Valid HT license of any one of the partners).</li> </ul>	Attach 3.pdf	
4	<p>Scanned copy of Documents/credential in support of meeting the Financial QR:</p> <ul style="list-style-type: none"> <li>i. Audited Annual Accounts for last 05(five) years.</li> <li>ii. Turn Over from the Project related activities duly certified by Chartered Accountants.</li> <li>iii. Un-utilized Credit facilities certificate from the Banker.</li> </ul>	Attach 4.Pdf	
5	<p>Scanned copies of Statutory Documents;</p> <ul style="list-style-type: none"> <li>i. Certificate of Incorporation.</li> <li>ii. IT PAN.</li> <li>iii. IT Return of last three years.</li> <li>iv. VAT/CST Registration Certificate.</li> <li>v. SERVICE TAX Registration Certificate.</li> <li>vi. EPF &amp; ESI Registration Certificate etc.</li> </ul>	Attach 5.pdf	

6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). <b>Note: The enclosed Schedules specified in the BPS are in the XLS format, the same shall be keyed-in by the Bidder and documents in .pdf uploaded as an attachment in the tender portal separately.</b>	Attach 6.pdf	
7	<b>Un priced schedules</b> –duly signed and stamped mentioning applicable rates structure considered in their price bid. (Annexure-XXI)	Attach 7.pdf	
8	NIL Commercial Deviations Schedule to be submitted as per the prescribed format duly signed. (Annexure-XX)	Attach 8.pdf	
9	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded ( Annexure-XIX)	Attach 9.pdf	
10	Work Completion Schedule to be signed and uploaded as per the format (Annexure-XVI)	Attach 10.pdf	
11	List of Major Bought out items and their Manufacturer Vendors as per the format (Annexure-XVIII)	Attach 11.pdf	
12	Undertaking for pilling foundation work as per the format (Annexure-XV)	Attach 12.pdf	
13	Manufacturers Authorization form as per the format (Annexure-XIV)	Attach 13.pdf	
14	Under taking for Black listing and debaring action as per the format (Annexure-XVII)	Attach 14.pdf	
15	Fraud Prevention Declaration as per the format (Annexure-XIII)	Attach 15.pdf	
16	Any Other relevant documents	Attach 16.pdf	
17	Bidders information	Schedule-I	
18	Acceptance of Important Condition of the Contract	Schedule-II	
19	Check List	Schedule-III	
20	Table- Tech-I	Schedule-IV	
21	Table- FIN No 1, 2, 3 & 4	Schedule-V	
22	Guaranteed Technical Particulars (GTP)	Schedule-VI	
23	Components of Price	Schedule- (VIIA, VIIB.....)	
24	Summary Price Proposal	Schedule-VIII	

**TENDER DOCUMENT NO: ODSSP/ NESCO & WESCO /07 (R ) /2013-14**  
**SCHEDULE-IV & V in XLS Format**

<b>ODISHA POWER TRANSMISSION CORPORATION LIMITED (ODISHA)</b>			
PACKAGE NO: ..... - "Construction of .....ON EPC CONTRACT BASIS".			
REF- NOTICE INVITING TENDER-NIT NO. ....-Package – .....			
<b>(Qualifying Requirement Data Applicable for Bidders Seeking Qualification under Section-ITB of Bid Documents)</b>			
To ODISHA Power Transmission Corporation Ltd. Bhubaneshwar. Dear Sir,			
PACKAGE : No..... -"Construction of .....ON EPC CONTRACT BASIS" & against the subject Package to satisfy the requirements of Section-ITB, we confirm that we meet the qualifying requirement specified in Bidding Documents. The details of which are given below:			
<b>NAME OF THE BIDDER</b>			
<b>Bid Proposal No. / Dated</b>			
Sl No	Description	Bidder's response	(Indicate the .pdf file(s) and Schedules to be referred)
<b>A. Technical Qualification:</b>		<b>YES/NO</b>	
1	<b>Work Experience as per format (TECH-1)</b> Note: Please indicate Name of Client, Address, Phone No., Fax No. and e-mail address, Date of issue of LOA/ work order, Date of Completion/commissioning/ Hand Over and Taking Over and Date of issue of performance certificate for satisfactory operation by the client/ Handing Over and taking Over Certificate.		<b>Schedules</b>
2	<b>Documentary evidence pertaining to the Work Experience as mentioned in format (TECH-1)</b>		<b>Attachment</b>
<b>B. Financial qualification:</b>			
1	<b>Financial Qualifying Criteria as per format (Fin-1, Fin-2 and Fin-3)</b> Note: Please fill up the schedules .		<b>Schedules</b>
2	<b>Bid Capacity as per format(Fin-4)</b> Note: Please fill up the schedules .		<b>Schedules</b>
3	<b>Documentary evidence pertaining to above Financial Qualifying Criteria as mentioned in the format (Fin-1, Fin-2 , Fin-3 and Fin-4)</b>		<b>Attachment</b>
<b>C. STATUTORY DOCUMENTS REQUIRMENT QUALIFICATION</b>			
1	All the statutory documents required under the ITB of the Tender shall be scanned and upload as an attachment to qualify the bid		<b>Attachment</b>
<b>NOTE:</b>			
1) In Case bid is submitted as a Joint Venture (JV) as per Condition stipulated in QR, the schedule is required to be filled in respect of both the partners separately.			
2) Bidder has to strictly follow the above schedules uploaded in XLS format of the Tender Portal of the OWNER to establish their qualifying requirement along with the attachments.			
3) Besides, the Bidder are also required to key-in the schedules in XLS formats separately in respect of GTP- Schedule-VI, Component of Price – Schedule VIIA, VIIB....., Summary of Price Proposal-Schedule-VIII, which are uploaded in the Official Tender Portal of the OWNER for consideration of their bid proposal.(Please refer Section-II of Volume-II on GTP and Section-II of Volume –III on Price Proposal of the bid documents).			

**SECTION : VI**  
**ANNEXURES**



**ANNEXURES**

**CONTENTS**

<b>ANNEX</b>	<b>DESCRIPTION</b>
I.	Proforma of Bank Guarantee for Bid Security (EMD)
II	Proforma of Bank Guarantee for Contract Performance(CPBG)
III	Proforma of Extension of Bank Guarantee
IV	Proforma of Bank Guarantee for Advance Payment
V	Proforma of Indemnity Bond (Equipment Handed over )
VI	Proforma of “Agreement”-SUPPLY
VII	Proforma of “Agreement”-ERECTION
VIII	Evidence of Credit facilities
IX	Form of Power of Attorney for Joint Venture.
X	Form of Joint Venture Agreement.
XI	The Banks from which Bank Guarantee can be accepted.
XII	Security Deposit against Payment
XIII	Form of Acceptance of Fraud Prevention Policy.
XIV	Manufacturer’s Authorization Form
XV	Firm for Undertaking Piling Works.
XVI	Works Completion Schedule (Supply & Erection)
XVII	Self declaration form- Black Listing/debarring Action
XVIII	Bought out Items from Manufacturer Vendors
XIX	Technical Deviation Sheet
XX	NIL Commercial Deviation Sheet
XXI	Un-priced Schedules
XXII	Quadripartite AMC Agreement Format

# 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:.....

BG Amount:.....

Validity Period:.....

Claim Period:.....

To,

The Project Manager , ODSSP, Project Wing,  
Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar -751022 .

Dear Sirs,

This Guarantee Bond is executed this..... day of ..... by us  
the..... Bank at ..... , P.O..... , Dist.....,  
State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath,  
Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called  
OPTCL) has invited Tender vide NIT No..... Dated..... for the purpose  
of ..... work under Package No..... of Phase-I.

1. Now, therefore, in accordance with Notice Inviting Tender (NIT) No..... Dated  
..... of OPTCL, Ms/Shri.....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 bidder, 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 “Bidder” do hereby  
unequivocally and unconditionally guarantee and undertake to pay during the above said  
period on written request by the Project Manager [ODSSP], Project Wing, ODISHA POWER  
TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding  
Rs..... to the OPTCL., without any reservation. The guarantee would  
remain valid upto ..... [date] and if any further extension to this is required, the same will  
be extended on receiving instruction from the OPTCL.

2. We, the \_\_\_\_\_ [indicate the name of the Bank, Address, Code]  
do hereby further 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 or damage caused to or would be caused to or suffered by OPTCL by reason of any  
breach by the said bidder 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..... ( Rupees in words.....)

3. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder 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 bidder shall have no claim against us for making such payment.
4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days [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 OPTCL 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.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We 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 Bidder 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 Bidder 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 granted to the Bidder or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said Bidder 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 and/or the Bidder.
7. We \_\_\_\_\_ [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing .
8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch 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-----) only.
- b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> are liable to pay guaranteed amount or any part thereof depending on filing of claim under this bank guarantee only and only if OPTCL serve upon us or our Branch at Bhubaneswar a written claim or demand and received by us or by Branch at Bhubaneswar on or before .....(last date), otherwise Bank shall be discharged of all liability under this guarantee thereafter.

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 .....

**N.B.:**

1. Name of the Bidder.: .....
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. NIT No.....
6. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted only after getting confirmation from the Issuing Bank & Bhubaneswar Branch of the Issuing Bank.

## ANNEXURE –II

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

(To be stamped in accordance with Stamp Act)

Ref No:- .....

Bank Guarantee No. ....

Date: .....

BG Amount:.....

Validity Period:.....

Claim Period:.....

To,

The Project Manager, ODSSP, Project Wing,  
Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar -751022.

This Guarantee Bond is executed this..... day of ..... by us  
the..... Bank at ..... , P.O..... , Dist.....,  
State..... and Code No.....

Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has issued Letter of Award (LOA) (Supply/Erection) No..... Dated..... for the purpose of ..... work under Package No..... of Phase-I (herein after called “the Agreement”) to M/s/Shri ..... , Address..... (herein after called the “Contractor”) for supply, erection and commissioning of Sub-stations and associated lines and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release 100% payment of the cost of the Supply/Erection and (3) to exempt the Contractor from Performance Guarantee (Supply/Erection) on furnishing by the Contractor to the OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price (Supply/Erection) of the said Agreement.

1. Now therefore, in consideration of the OPTCL having agreed to exempt the Contractor from the demand under the terms and conditions of LOA No. \_\_\_\_\_ dated \_\_\_\_\_ for SUPPLY/ERECTION and for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, we the bank \_\_\_\_\_ [Indicate bank Name , Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s/Shri \_\_\_\_\_ contractor 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 by OPTCL by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement.

2. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] 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 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 of any of the terms or conditions contained in the said agreement or by reasons of any breach by the said 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. \_\_\_\_\_( In Words).

3. We, the ..... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein 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 Agreement have been fully paid and its claims satisfied or discharged or till the OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee and the said CPBG will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board 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 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.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).

7. We, the \_\_\_\_\_ Bank [indicate the name of the bank, Address & Code ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Not withstanding anything contained herein”**

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

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

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> are liable to pay guaranteed amount or any part thereof depending on filing of claim under this bank guarantee only and only if OPTCL serve upon us or our Branch at Bhubaneswar a written claim or demand and received by us or by our Branch at Bhubaneswar on or before .....(last date), otherwise Bank shall be discharged of all liability under this guarantee thereafter.

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

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

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

- 1.
- 2.

**N.B.:**

- 1. Name of the Contractor.: .....
- 2. BG No & Date :.....
- 3. Amount (In Rs.):.....
- 4. Validity up to :.....
- 5. LOA No.....
- 6. Package No.....
- 7. Name, Address & Code of Issuing Bank:.....
- 8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
- 9. The Bank Guarantee shall be accepted only after getting confirmation from the Issuing Bank & Bhubaneswar Branch of the Issuing Bank.

**Note:**

- 1. Contractor shall furnish separate CPBG for Supply and Erection portion separately.**
- 2. Strikeout the portion which are not required.**
- 3. In case a Contractor is a Joint Venture, The CPBG shall be submitted separately/jointly mentioning the Name & Address of the Lead Partner & Other Partner.**

# ANNEXURE-III

## PROFORMA OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

**Ref No:-** .....

**Date:-** .....

To,

The Project, ODSSP, Project Wing,  
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 LOA 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/ days 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 BANK GUARANTEE FOR ADVANCE PAYMENT (To be stamped in accordance with Stamp Act)

Ref No:- .....

**Bank Guarantee No.** .....

**Date:** .....

**BG Amount:**.....

**Validity Period:**.....

**Claim Period:**.....

To,

The Project Manager, ODSSP, Project Wing,  
Odisha Power Transmission Corporation Ltd.  
Janpath, Bhubaneswar -751022.

This Guarantee Bond is executed this..... day of ..... by us  
the..... Bank at ..... , P.O..... , Dist.....,  
State..... and Code No.....

1. Whereas the ODISHA POWER TRANSMISSION CORPORATION Limited, Janpath, Bhubaneswar, a company constituted under the Companies Act-1956 (hereinafter called OPTCL) has signed the contract with M/s/Shri ..... , Address..... (herein after called the "Contractor") following Letter of Award (LOA) (Supply/Erection) No..... Dated..... (herein after called "the Contract Agreement") for supply, erection and commissioning of Sub-stations and associated lines.

2. In consideration of OPTCL, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns having signed the Contract bearing No..... dated ..... (hereinafter called the 'Contract Agreement') with M/s..... which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns and the 'OPTCL' having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to ..... (in words and figures ) as mobilization advance against Bank Guarantee to be furnished by the Contractor.

3. We, the Bank .....(Name of the Bank) do hereby guarantee and undertake to pay to the OPTCL, immediately on demand any or, all monies payable by the Contractor to the extent of Rs. .... at any time up to ..... ( this date shall be ninety 90 days over and above the scheduled date of completion period mentioned in the LOA), without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the OPTCL on the Bank shall be conclusive and binding notwithstanding any difference between the OPTCL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the OPTCL discharges this guarantee.

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 OPTCL 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. The Bank also agrees that the OPTCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the OPTCL may have in relation to the Contractor’ liabilities.

We, the \_\_\_\_\_Bank, having Branch at Bhubaneswar < Name , Address and Code > further agree that, this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Odisha.

**“Not withstanding 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 OPTCL serve upon us or at our Branch of Bhubaneswar ..... < Name , Address and Code > in the state of Odisha a written claim or demand on or before------(date of expiry of guarantee).

For \_\_\_\_\_ ( indicate the name of the Bank )

Dated this ..... Day of .....20..... at .....

WITNESS

.....

(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address)

(Designation with Bank Stamp)

N.B.:

1. Name of the Contractor.: .....
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :.....
5. LOA No.....
6. Contract Agreement No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted only after getting confirmation from the Issuing Bank & Bhubaneswar Branch of the Issuing Bank.

## ANNEXURE - V

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY  
THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER  
FOR PERFORMANCE OF ITS CONTRACT.**

**(Entire Materials/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 M/s/ Shri..... and Address ..... a Company registered under the Companies Act, 1956/ Partnership Firm/ Proprietary Concern having its Registered Office at .....(hereinafter called as ‘Contractor’ which expression shall include its successors and permitted assigns) in favour of Odisha Power Transmission Corporation Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at Janapath, Bhubaneswar (hereinafter called “OPTCL” which expression shall include its successors/administrator and assign) :

WHEREAS THE OPTCL has awarded to the Contractor vide its Letter of Award/Contract Agreement No..... dated..... and its Amendment No..... and Amendment No. .... (applicable when amendments have been issued) (hereinafter called the “Contract”) for .....in terms of which the Contractor is to supply the Materials/Equipment at work site of the OPTCL, in consideration of payment received against such Materials/Equipment from OPTCL.

AND WHEREAS Such Materials/Equipment are required to be handed over by the OPTCL to the contractor at contractor’s site for utilization of those materials and equipment in 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 ..... OPTCL \*\*\* for the purpose of performance of the Contract.

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Materials/Equipment as mentioned in the Contract, valued at Rs. .... (Rupees.....) received by the Contractor from OPTCL for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep ..... OPTCL \*\*\* indemnified, for the full value of the Materials/Equipment. The Contractor hereby acknowledges receipt of the Materials/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 Materials/Equipments duly endorsed by ..... OPTCL \*\*\* in favour of the

Contractor shall be construed as handing over of the Materials/Equipment purported to be covered by such title documents and the Contractor shall hold such Materials/Equipment in trust as a Trustee for and on behalf of ..... OPTCL \*\*\*.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Materials/Equipment at ..... \*\*\* project Site against all risks, whatsoever till the Materials/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 OPTCL. The Contractor undertakes to keep OPTCL harmless against any loss or damage that may be caused to the Materials/Equipment.
3. The Contractor undertakes that the Materials/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 Materials/equipment shall be utilized for any other work or 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 OPTCL is and shall at all times remain the exclusive Owner of the Materials/Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Materials/Equipment shall at all times be open to inspection and checking by Engineer-in-Charge of the work to be performed by the Contractor under the said contract and/or any officer or agents authorised by him in this regard. Further, OPTCL shall always be free at all times to take possession of the Materials/Equipment that 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 or demand of OPTCL to return the Materials/Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Materials/Equipment or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Authorised / officer/representative of OPTCL as to assessment of loss or damage to the Materials/Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials/Equipment at his own cost and/ or shall pay the amount of loss to OPTCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to OPTCL 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 OPTCL. The above Bond shall be void after all the obligations under this Bond are fulfilled by the Contractor, 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 Materials/Equipment to be supplied	Quantity	Value of the Materials/Equipment
---	----------	----------------------------------

For and on behalf of  
M/s.....

WITNESS

- |   |   |
|---|---|
| <p>1. 1. Signature .....</p> <p>2. Name .....</p> <p>3. Address .....</p> | <p>Signature. ....</p> <p>Name .....</p> <p>Designation .....</p> <p>Authorised representative \$</p> |
| <p>2. 1. Signature .....</p> <p>2. Name .....</p> <p>3. Address .....</p> | <p>(Common Seal )</p> <p>(In case of Company)</p>   |

\$ 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 specifically executed for this Contract should be attached to Indemnity Bond.

\*\*\* to insert the designation of the Authorised Person appointed by the by the OPTCL for this purpose.

**ANNEXURE-VI**  
**PROFORMA OF**  
**‘CONTRACT AGREEMENT- SUPPLY PART’**  
**(To be executed on non-judicial stamp paper)**

No. -----

THIS SUPPLY CONTRACT Agreement No.----- (the **FIRST CONTRACT**) is made on the ..... ..Day of -----, between, The **Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “the Owner” & also referred to as “OPTCL” which expression shall include its successor, administrator and assigns) of one part and **M/s. -----** (hereinafter called “the Contractor”) of the other part.

Whereas the OPTCL desires the contractor to execute the contract, for Supply, Erection. Testing & Commissioning of ----- (Scope of Work) as per “**Bid No**”....., and Tender document for **Package No.....of Phase-I**:- .....and has accepted the bid of the Contractor for the execution of this contract a for **sum of RS.-----/- (RUPEES ----- ONLY)** (hereinafter called ‘the contract price’).

NOW THE AGREEMENT FOR SUPPLY PART WITNESSTH AS FOLLOWS:-

- 1.0 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document referred to above.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this agreement,
  - 2.1 ITB, General Conditions of Contract (Supply) and General Conditions of Contract (erection).
  - 2.2 Scope of Works and Specifications of the equipment as per Volume-II.
  - 2.3 Accepted Techno-Commercial Bid.
  - 2.4 Price Bid.
  - 2.5 Letter of Award.
  - 2.6 Any letters of clarifications issued by the Owner prior to the Award of Contract except to the extent of repugnancy.
  - 2.7 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 OPTCL.
  - 2.8 Any agreed variations of the conditions of the documents and General conditions of Contract.
  - 2.9 Approved work completion schedule (PERT/BAR Chart)
- 3.0 In Consideration of the payments to be made by the OPTCL to the contractor as hereinafter mentioned, the contractor here by covenants with the OPTCL 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 OPTCL.
- 4.0 The OPTCL here by covenants to pay the contract price **RS. -----/- (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.

- 5.0 The Terms and procedure of payment according to which the OPTCL will reimburse the contractor as per the Tender Specification No. “....., **and Payment Clause**”
- 6.0 The Time of completion shall be **12(Twelve)** months from the date of issue of the LOA against the **Package No**”. .....
- 7.0 The Contract agreement (SECOND CONTRACT) No. ....(Erection contract) has also been made on the ..... ..Day of -----, **Year between the OPTCL and the Contractor for the ERECTION PART.**
- 8.0 The Contract Agreement for SUPPLY PART and the ERECTION PART shall together be termed as Turnkey contract for all intends and purposes.
- 9.0 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 project by the OPTCL as per the requirements stipulated in the contract. It is expressly understood and agreed by the contractor that any default or breach of 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 of default in the **SECOND CONTRACT** shall give the OPTCL an absolute right to terminate this **FIRST CONTRACT** at the contractor's risk, cost and responsibility either in full or in part and/or to recover damages under this **FIRST CONTRACT** as well. However, any breach or default of the Second Contract shall not automatically relieve the contractor of any of its 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.
- 10.0 This agreement shall be subject to jurisdiction of the Hon’ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof, the parties hereto, caused this agreement to be duly executed at Bhubaneswar, Dist : Khurdha, Odisha in accordance with the prevailing laws on the day and year first above written.

For & on behalf of the Contractor:

For & on behalf of OPTCL

M/s.  
(Address):-

Project Manager, ODSSP  
OPTCL – Janapath  
Bhubaneswar – 751022

(Power of Attorney holder)

(Empowered officer)

**In the Presence of**

1. Witness – 1  
(Name & Address)

1. Witness – 1  
(Name & Address )

2. Witness – 2  
(Name & Address)

2. Witness – 2  
(Name & Address)



**ANNEXURE-VII**  
**PROFORMA OF**  
**‘CONTRACT AGREEMENT- ERECTION PART’**  
**(To be executed on non-judicial stamp paper)**

No.....

**THIS ERECTION CONTRACT Agreement No. ----- , (the SECOND CONTRACT)** is made on the ..... ..Day of ....., between, The **Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “the owner” & also referred to as “OPTCL” which expression shall include its successor, administrator and assign) of one part and **M/s. -----**(herein after called “the Contractor”) of the other part.

Whereas the OPTCL desires the Contractor to execute the contract, for Supply, Erection. Testing & Commissioning of Sub-Station and associated system (Scope of Work) as per “**Bid No**”....., and Tender document for **Package No.....of Phase-I** ..... and has accepted the bid of the Contractor for the execution of this contract for a **sum of RS.-----/-(RUPEES -----ONLY)** (hereinafter called ‘the contract price’).

NOW THE AGREEMENT FOR ERECTION PART WITNESSTH AS FOLLOWS:

- 1.0 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document referred to above.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this agreement, viz
  - 2.1 ITB, General Conditions of Contract (Supply) and General Conditions of Contract (Erection).
  - 2.2 Scope of Works and Specifications of the equipment as per Volume-II.
  - 2.3 Accepted Techno-Commercial Bid.
  - 2.4 Price Bid.
  - 2.5 Letter of Award.
  - 2.6 Any letters of clarifications issued by the Owner prior to the Award of Contract except to the extent of repugnancy.
  - 2.7 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 OPTCL.
  - 2.8 Any agreed variations of the conditions of the documents and General conditions of Contract.
  - 2.9 Approved work completion schedule (PERT/BAR chart)
- 3.0 In Consideration of the payments to be made by the OPTCL to the contractor as hereinafter and hereinbefore mentioned, the contractor hereby covenants with the OPTCL to execute the contract and to remedy the defects therein, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by the OPTCL.
- 4.0 The OPTCL hereby covenants to pay the contract price **RS.-----/-(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.
- 5.0 The Terms and procedure of payment according to which the OPTCL will re-reimburse the contractor shall be as per the Tender Specification No. “....., and **Payment Clause**”.

- 6.0 The Time of completion shall be 12(Twelve) months from the date of issue of the LOA against the **Package No.” .....**”.
- 7.0 The Contract agreement (FIRST CONTRACT) No. ....(SUPPLY CONTRACT) has also been made on the .....Day of -----, **Year between the OPTCL and the contractor for the SUPPLY PART.**
- 8.0 The Contract agreement for SUPPLY PART and ERECTION PART shall together be termed as Turn-key contract for all intents and purposes.
- 9.0 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 project 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 of 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 of default shall give the OPTCL an absolute right to terminate this **SECOND 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, any breach or default of the **FIRST CONTRACT** shall not automatically relieve the contractor of any of its 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 **FIRST CONTRACT** when installed and commissioned by the contractor under this **SECOND CONTRACT** shall give satisfactory performance in accordance with the provisions of the contracts.
- 10.0 The Agreement shall be subject to jurisdiction of the Hon,ble High Court of Odisha and Courts at Bhubaneswar to the exclusion of all other Courts.

IN WITNESS whereof, the parties hereto, caused this agreement to be executed at Bhubaneswar, Dist : Khurda, Odisha in accordance with the prevailing laws on the day and year first above written.

For & on behalf of the Contractor:

M/s.  
(Address):-

(Power of Attorney Holder)

For & on behalf of OPTCL

Project Manager, ODSSP,  
(Project Wing)  
OPTCL – Janapath  
Bhubaneswar – 751022  
(Empowered Officer)

**In the Presence of**

1. Witness – 1  
(Name & Address)

2. Witness – 2  
(Name & Address)

1. Witness – 1  
(Name & Address )

2. Witness – 2  
(Name & Address)

**ANNEXURE-VIII**  
**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 LIMIT AS ON DATE	UTILISATION 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.

N.B. : To be issued by the Issuing Bank in their Letter Head.

**ANNEXURE-IX**

**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/CONSORTIUM)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the JV/Consortium Partners whose details are given hereunder.....have formed a Joint Venture/Consortium under the laws of Intra India and having our Registered Office (s) / Head Office (s) at .....(each hereinafter called the ‘Joint venture/Consortium’ partly which expression shall unless repugnant to the context or meaning thereof, include its respective successors, administrators and assign(s) and now acting through M/s.....being the lead Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of India and having its Registered/Head Office at .....as our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorised Representative” or “ lead 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

1. To submit proposal and participate in the aforesaid Bid – Specification of the OPTCL on behalf of the “Joint venture/Consortium”.
2. To-negotiate with OPTCL the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the OPTCL for and on behalf of the “Joint venture/Consortium”.
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the “Joint venture/ Consortium”.
5. To receive payment on behalf of the JV/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 liability period in terms of the contract.

The joint venture/Consortium partners hereby agree and undertake to ratify and confirm all the actions whatsoever the said Attorney/ Authorised Representative / Partner in-charge takes.

proposed 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 Common Seal of the above Partners of the Joint venture/Consortium:

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

**WITNESS**

1.0 Signature .....

Name .....

Designation.....

Occupation.....

2.0 Signature .....

Name .....

Designation.....

Occupation.....

**ANNEXURE – X**

**FORM OF TWO PARTNER JOINT VENTURE/CONSORTIUM AGREEMENT**

**(On Non-Judicial Stamp Paper of Appropriate Value to be Purchased in the Name of Joint Venture/Consortium)**

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 “Other 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 Tender Specification No.:..... for Supply and Erection of ..... of OPTCL, a Govt of Odisha Undertaking, having its. Registered Office at OPTCL Office, Janapath, Bhubaneswar (hereinafter called the “Owner”).

WHEREAS the Owner invited bids as per the above mentioned Specification for the engineering, supply and erection, testing and commissioning of Equipment/ Materials stipulated in the bidding documents under subject Package for-

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB) Clause-4.6, forming part of the bidding documents, stipulates that a Joint venture/Consortium of two qualified firms as partners, meeting the requirement for the bid as applicable may bid, provided the Joint venture/Consortium fulfills all other requirements jointly and in such a case, the BID shall be signed by the Lead partners legally bind both the Partners of the Joint venture/Consortium, who will be jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS 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 of liability for either party.

AND WHEREAS the bid has been submitted to the OPTCL vide proposal No .....dated ....by Lead Partner based on the Joint venture/Consortium agreement between the Partners under these presents and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has been signed by the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by the Owner to the Joint venture 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 OPTCL for the successful performance of the Contract and shall be fully responsible for the engineering, supply, erection and successful performance of the equipment and workmanship in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner(s), we 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.
3. Further, if the OPTCL 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 OPTCL, on its demand without any demur. It shall not be necessary or obligatory for the OPTCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.
4. The financial liability of the Partners of this Joint venture/Consortium agreement to the OPTCL, with respect to any of the claims arising out of the non-performance of the obligation set forth in 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.
5. It is expressly understood and agreed between the Partners to this Joint venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.
  - a. the sharing of responsibilities and obligation.
  - b. Extent of participation of each party in the JV/Consortium.
  - c. Commitment of each party to furnish the Performance Security to the extent of his participation in the JV/Consortium.
  - d. Responsibility of each Partner of JV/Consortium (in terms of Physical and Financial involvement).
  - e. Working Capital arrangement of JV/Consortium.
  - f. Provision that NEITHER party of the JV/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV/Consortium to any party including existing partner (s) of the JV/Consortium. The OPTCL derives right for any consequent action (including blacklisting) against any or all JV/Consortium partners in case of any breach in this regard.
  - g. Management Structure of JV/Consortium with details.
  - h. Lead Partner to be identified who shall be empowered by the JV/Consortium to incur liabilities on behalf of JV/Consortium and to receive instructions for and on behalf of the Partners of JV/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
6. 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.

- 7. 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 OPTCL in the forms acceptable to OPTCL for value of 10% of the Contract Price (Supply and Erection separately) in the ratio of our share in the Joint Venture/Consortium Agreement.
- 8. It is further agreed that the Joint venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the OPTCL discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF 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 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.....	Signature
Name.....	Name
Designation.....	Designation
(Common Seal of the company)	

- 2. Common Seal.....of **For Other Partner** has been affixed in my/our pursuant to the Board of Director’s dated.....

(Signature of authorized representative)

Signature.....	Signature
Name.....	Name
Designation.....	Designation
(Common Seal of the company)	

**WITNESS**

- 1. Signature:  
Name:  
Official Address:

- 2. Signature:  
Name:  
Official Address:



## **ANNEXURE – XI**

**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**

1. State Bank of India
2. State Bank of Bikaner and Jajpur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

#### **NATIONALISED BANK**

9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank of India
15. Corporation Bank
16. Dena Bank
17. Indian bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Punjab National Bank
21. Punjab & Sind Bank
22. Syndicate Bank
23. Union Bank of India
24. United Bank of India
25. UCO bank
26. Vijaya Bank
27. Bank of Baroda

#### **OTHER BANKS**

28. IDBI BANK
29. HDFC BANK
29. AXIS BANK
30. ICICI BANK
31. THE FEDERAL BANK

ANY OTHER SCHEDULED COMMERCIAL BANK NOTIFIED BY THE RBI.

**Important Note : The claim against the subject bid security shall be lodged with their  
Bhubaneswar Branch.**

**ANNEXURE – XII****PROFORMA FOR BANK GUARANTEE FOR PROGRESSIVE PAYMENT****(SUPPLY PART)**

1. In consideration of the ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar (hereinafter called “OPTCL”) having agreed to pay progressive payment (75%) for Supply Part under the terms and conditions of the Contract Agreement No..... dated \_\_\_\_\_ to M/s \_\_\_\_\_ (hereinafter called “the said contractor”) on furnishing a Bank Guarantee @15% of the Invoice Value amounting to Rs.....( In Words) for the due fulfillment of one of the Terms of Payment under the Contract Agreement, we, the \_\_\_\_\_ Bank (hereinafter referred to as “the Bank”) do hereby undertake to pay to the OPTCL an amount not exceeding Rs. \_\_\_\_\_ on demand and without demur.
2. We the \_\_\_\_\_ Bank 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 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 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. \_\_\_\_\_.
3. We, the ..... Bank also undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein 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 Agreement have been fully paid and its claims satisfied or discharged or till the OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee and the said CPBG will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Bhubaneswar <Mention Name, Address & Code of the Branch Office at Bhubaneswar of issuing Bank> in writing on or before ..... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board 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 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.

- 6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).
- 7. We, the \_\_\_\_\_ Bank [indicate the name of the bank, Address & Code ] lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.
- 8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** (indicate Name, Address & Code of the Branch at Bhubaneswar) in the State of Odisha.

**“Not withstanding anything contained herein”**

- a) Our liability under the bank guarantee shall not exceed Rs.------(in words Rupees-----) only.
- b) This Bank guarantee shall be valid up to -----.
- c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> are liable to pay guaranteed amount or any part thereof depending on filing of claim under this bank guarantee only and only if OPTCL serve upon us or our Branch at Bhubaneswar a written claim or demand and received by us or by our Branch at Bhubaneswar on or before .....(last date), otherwise Bank shall be discharged of all liability under this guarantee thereafter.

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

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

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

- 1.
- 2.

**N.B.:**

- 6. Name of the Contractor.: .....
- 7. BG No & Date :.....
- 8. Amount (In Rs.):.....
- 9. Validity up to :.....
- 10. LOA No.....
- 11. Package No.....
- 12. Name, Address & Code of Issuing Bank:.....
- 13. Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....
- 14. The Bank Guarantee shall be accepted only after getting confirmation from the Issuing Bank & Bhubaneswar Branch of the Issuing Bank.

**Note:**

- 1. Contractor shall furnish separate BG for Supply portion.**
- 2. Strikeout the portion which are not required.**
- 3. In case a Contractor is a Joint Venture, The CPBG shall be submitted separately/jointly mentioning the Name & Address of the Lead Partner & Other Partner.**

## ANNEXURE – XIII

### FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract :

To

Project Manager , ODSSP,  
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) .....

This form shall be duly filled-up, signed by the bidder & uploaded as an attachment.

# ANNEXURE – XIV (A)

## Manufacturer’s Authorization Form for AIS S/S

To be filled in non-judicial stamp paper of worth Rs.100/-

<1. Manufacturer's Authorization Form (MAF) Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.

2. One undertaking for Manufacturer's Authorization Form (MAF) is sufficient at the bidding stage. However, it has to be uploaded for each package in which the bidder is participating.>

To : \_\_\_\_\_

WE M/s \_\_\_\_\_,manufacturers of \_\_\_\_\_ having production facilities at \_\_\_\_\_, do hereby authorize M/s <Name of the Bidder> \_\_\_\_\_ to submit a bid, and subsequently sign the Contract, if he becomes successful, against NIT No..... and Tender Specification No..... for Materials/Equipment manufactured by us.

We hereby extend our full guarantee, warranty and latent defects liability for the above specified Material/ Equipment offered by the bidder, M/s .....against the above NIT/Tender Specification. We also hereby authorize the said bidder to act on our behalf in fulfilling these guarantee, warranty and latent defects liability obligation. We, the Manufacturer of .....<Material /Equipment>, will make our technical and engineering staff fully available to the successful Bidder, on a reasonable and best effort basis, in fulfilling the performance of all its obligations to the OWNER under the Contract.

For and on behalf of the Manufacturer.

Signed : .....

Date .....

Place .....

(Signature) .....

Printed Name) .....

(Designation) .....

**Note: This authorisation form is required from the manufacturer of Transformer, Switch Gears and CR Panel.**

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment).



# ANNEXURE – XIV (B)

## Manufacturer’s Authorization Form for GIS S/S

To be filled in non-judicial stamp paper of worth Rs.100/-

**<1. Manufacturer's Authorization Form (MAF) Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.**

**2. One undertaking for Manufacturer's Authorization Form (MAF) is sufficient at the bidding stage. However, it has to be uploaded for each package in which the bidder is participating.>**

To : \_\_\_\_\_

WE M/s \_\_\_\_\_, manufacturers of GIS Sub-Stations having production facilities at \_\_\_\_\_, do hereby authorize M/s <Name of the Bidder>\_\_\_\_\_ to submit a bid and subsequently sign the Contract, if he becomes successful against NIT No..... and Tender Specification No.....

We hereby extend our full guarantee, warranty and latent defects liability for the above specified Material/ Equipment offered by the bidder, M/s .....against the above NIT/Tender Specification. We also hereby authorize the said bidder to act on our behalf in fulfillment of these guarantee, warranty and latent defects liability obligation. We, the Manufacturer will make our technical and engineering staff fully available to the successful Bidder, on a reasonable and best effort basis, in fulfilling the performance of all its obligations to the OWNER under the Contract.

Further , we hereby agree to enter in to the comprehensive Annual Maintenance Contract for three years after completion of the Guarantee Period of 2 years from the date of commissioning at the price and terms and conditions quoted by the bidder in their price bid proposal.

We the manufacturer of GIS S/S also agree to enter in to a quadripartite agreement between the Manufacturer, Contractor, OWNER and DISCOMs following handing over to OWNER and subsequently operation and maintenance done by DISCOMs 30 days prior to the handing over of the S/S by the OWNER to DISCOM.

We also confirm that the required Bank Guarantee i.e.@10% of the AMC Contract price shall be submitted 30 days prior to the completion of the Guarantee period.

For and on behalf of the Manufacturer.

Signed : .....

Date .....

Place .....

(Signature) .....

Printed Name) .....

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment).

**ANNEXURE – XV**

**Undertaking for Piling Foundation Works**

To be filled in non-judicial stamp paper of worth Rs.100/-

**<1. For packages not containing scope for pile foundation work, under taking is not required.**

**2. Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.**

**3. One undertaking for pile foundation is sufficient at the bidding stage. However, it has to be uploaded for each package in which the bidder is participating.>**

To:\_\_\_\_\_

WE M/S / Shri\_\_\_\_\_, an established and reputed firm having 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 \_\_\_\_\_ for piling foundation works including the plant and equipment or other services provided by us.

We hereby extend full guarantee and warranty for the above specified work 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 hereby undertake that we and M/s. \_\_\_\_\_ (Name) to stand by for warranty / defects liability. We will make our technical and engineering staff fully available to the successful Bidder to assist the Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the OWNER 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.

Signed : .....

Date .....

Place .....

**Signature of Bidder**

(Signature) .....

(Printed Name) .....

(Designation) .....

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)



**ANNEXURE – XVI****(Work Completion Format)**

**PACKAGE: .....** - Construction of ..... **ON EPC CONTRACT BASIS”.**

Bidder's Name & Address:

To

The Project Manager, ODSSP, Project Wing,  
ODISHA PowerTransmission CorporationLtd., Bhubaneshwar.

Dear Sir,

We hereby declare that the following work completion schedule shall be followed by us in furnishing, erecting and commissioning the Construction of ..... against Pkg NO..... and NIT No. ...., in the State of Odisha.

The period of various activities reckons from “the date of Letter of Award” to us. However, total duration for completion of work shall be within **14(Fourteen) Months from the date of LOA.**

Sl. No.	Stages of Supply & Works	Bidder to submit number of Days from LOA i.e. ZERO-“0”date for the activity to be completed
<b>1</b>	Establishment of Project site Office	
<b>A.</b>	<b>Substation Related Work</b>	
2	Detailed Geo Technical Survey work of Substation and submission of survey report	
3	Finalisation of BOQ after Survey	
4	Submission of Material Procurement Schedule	
5	Order Placement by Contractor	
6	Engineering Activities	
7	Manufacturing	
8	Establishment of project field store	
9	Supply of Material at site	
10	Civil work of Substation and other associated system	
11	Electrical Erection work of substation	
12	Testing and Pre-Commissioning	
13	Charging of Substation	
<b>B.</b>	<b>Line related works</b>	
14	Detailed Survey of work of transmission Line and submission of survey report	
15	Finalisation of BOQ after Survey	

16	Submission of Material Procurement Schedule	
17	Order Placement by Contractor	
18	Engineering Activities	
19	Manufacturing	
20	Establishment of Project field store	
21	Receipt of Material at site	
22	Stub Setting of Lines	
23	Erection work of Lines	
24	Conductor stringing & sagging	
25	Testing & Charging of Line	
26	Handing Over of Substation and Transmission Line	
27	Completion of all balance work of project and final handing over	
28	Contract Closing.	

**(Authorised Signatory)**

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

**ANNEXURE – XVII**

**SELF DECLARATION FORM**

Name of the Contractor: -----

Tender No: -----

Sir,

1. I/We, the undersigned do hereby declare that, I/We have never been blacklisted by any of the Electricity Distribution and Transmission Utilities of India and / or there were no debaring actions against us for any default in executing EPC/Turnkey Contracts or in the performance of the contract entrusted to us in any of the Electricity Distribution and Transmission Utilities of India.
2. In the event, any information is found out contrary to the above either during the finalisation of the tender or during the execution of the contract, My/Our bid / contract shall be liable for rejection / cancellation / termination without any notice at the sole discretion of the OWNER.

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)





**ANNEXURE – XIX**  
**DETAILS OF TECHNICAL DEVIATIONS**

Bidder’s Name & Address

To

**The Project Manager**

< Owner> , <Address>

Dear Sirs,

**Sub: Technical Deviation of the Project.**

The following are the Technical Deviations and exceptions from the specifications and documents for the subject package. These deviations are exhaustive. Except for these deviations, the entire work shall be performed as per your specifications and documents.

Volume/Clause	Ref./Page No.	As specified in the Specification / Relevant ISS	Technical deviation to the specification

Date: (Signature) .....

Place: (Printed Name) .....

(Designation) .....

(Common Seal) .....

- Note:**
1. Continuation sheets, of like size and format, may be used as per Bidder’s requirements and annexed to this Schedule.
  2. The deviations, if any, shall be brought out separately for each of the equipment.
  3. This will be read out during opening of Part – I bid.
  4. Deviations mentioned other than the above shall constitute Nil/No deviation.

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

**ANNEXURE – XX**

**NIL/NO DEVIATION SCHEDULE-COMMERCIAL**

Bidder’s Name & Address

To

**The Project Manager**

< Owner>, <Address>

Dear Sirs,

**Sub: NIL/NO Commercial Deviation of the project.**

We hereby undertake to execute the work without any deviation to the Commercial terms and conditions of the (Supply and Erection) contained in the tender specifications.

NIT	Tender Reference	Package No.	Commercial Deviation
			NIL/NO DEVIATION

Date:

Place:

**(Signature of the Bidder)**

( Printed Name) .....

(Designation) .....

(Common Seal) .....

**Note: 1. Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.**

*(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment as a token of acceptance towards the NIL/NO deviation to the Commercial Terms and Conditions)*

## ANNEXURE – XXI

### UNPRICED SCHEDULE

Sl. No.	Particulars	Remarks	Bidder's quote in their Price Bid
<b>A.</b>	<b>Price Basis ( Supply):</b>		
01	Ex-Work/Basic Supply Component taking in to account CENVAT credit	Yes/No	
02	Packing & Forwarding	% of Ex-Works Price or Lumpsum	
03	Excise Duty	Rate of the ED on Ex-Works plus Packing & forwarding	
04	Educational Cess on ED	Rate of Cess on Excise Duty	
05	CST	Rate of the CST on (Ex-Wroks+Packing & Forwarding+ED+Cess on ED)	
06	VAT	Rate of the VAT on (Ex-Wroks+Packing & Forwarding+ED+Cess on ED)	
07	Freight & Insurance	% of (.....) or Lumpsum or	
08	Entry Tax	Rate of the Entry Tax on (Ex-Wroks+ Packing & Forwarding +ED + Cess on ED+ CST/VAT+ F&I)	
09	Any Other Taxes and Duties as applicable	Rate of the Other Taxes & Duties	
<b>B.</b>	<b>Price Basis (Erection and Commissioning):</b>		
01	Erection Price is Inclusive of WCT	Yes/No	
02	WCT	Rate of WCT	
03	Service Tax	Rate of Service Tax	
04	Educational Cess On Service Tax	Rate of Cess on Service Tax	
05	Any Other Taxes and Duties as applicable	Rate of the Other Taxes & Duties	

**Note: Bidder shall furnish the required information under the column “Bidder’s Quote in the Price Bid” along with the documentary evidence on any exemption/concession on Taxes & duties and upload the same in the .pdf format as an attachment.**



**ANNEXURE-XXII**

**QUADRIPARTITE ANNUAL MAINTENANCE CONTRACT**  
**(On Non-Judicial Stamp Paper of Appropriate Value)**

This deed of QUADRIPARTITE AGREEMENT FOR ANNUAL MAINTENANCE is executed this ..... day of .....201....

**BETWEEN**

M/s. Odisha Power Transmission Corporation Ltd. having its Registered Office at Janpath, Bhubaneswar, Dist: Khurda, Odisha (hereinafter called the "OWNER" or which expression shall mean and include its successors, administrators and assign) of the One Part quadripartite

**AND**

M/s. ...., having its Registered Office ..... Office at.....(hereinafter called the "Contractor" which expression shall mean and include its successors and permitted assigns) the Contractor of the Other Part

**AND**

M/s. .... having its ..... Registered Office at .....(hereinafter called the "Manufacturer" which expression shall mean and include its successors and permitted assigns) the Contractor of the Other Part

**AND**

M/s.....having its ..... Registered Office at..... and having a Licence/authorization under the applicable laws on electricity in the State of Odisha to engage in the business of distribution of electricity (hereinafter called the DISCOMs (NESCO/WESCO/SOUTHCO/CESU) which expression shall include its successors, administrators to the Distribution undertakings in the State of Odisha) the DISCOM on the Another Part

WHEREAS the OPTCL as the Owner had invited bids in the NIT No..... for engineering, supply, construction and commissioning of GIS Sub-stations for the use of the DISCOM for distribution of electrical energy to its consumers.

AND WHEREAS the Contractor was awarded the contract for engineering, supply of equipments, construction and commissioning of GIS Sub-stations in the State of Odisha for use of DISCOM.

AND WHEREAS the Manufacturer has agreed to supply necessary GIS equipment for installation and use in the GIS Sub-stations to be contracted and commissioned by the Contractor as per the bids invited by the Owner/OPTCL in its NIT No.....

AND WHEREAS the DISCOM named as ..... is the ultimate user of the GIS Sub-stations within its area of distribution undertakings for supply of power to its consumer.

NOW THEREFORE THIS DEED OF ANNUAL MAINTENANCE WITNESSETH:

1. The Contractor shall ensure that the Manufacturer extends in respect of its GIS equipments supplied to the Contractor and installed in GIS Sub-stations to render its services for maintenance of those GIS equipments for a period of three years (3 years) from the date of completion of the Guarantee Period extended by the Contractor in respect

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of such GIS Sub-station under the terms of SUPPLY and ERECTION AGREEMENT  
executed by the Contractor with the Owner/OPTCL.

2. The Contractor shall procure a Comprehensive Annual Maintenance Contract from the Manufacturer of GIS equipment and the Manufacturer shall extend the Maintenance service with the DISCOMs under a Comprehensive Annual Maintenance Contract for a period of three years from the date of expiry of the period of guarantee extended by the Contractor to the Owner/OPTCL under the terms of the SUPPLY and ERECTION AGREEMENTS executed by the Contractor with the Owner/OPTCL. The price for the Comprehensive Annual Maintenance Contract shall be quoted by the Contractor in the bid at the time of bidding furnished to Owner/OPTCL. The Contractor shall produce a consent letter to the above effect before the Owner/OPTCL as per Annexure-XIV(B) of the Bid documents in NIT No..... of the Owner.
3. The Annual Maintenance price for three years (3 years) for such GIS equipments supplied by the Manufacturer shall be considered for the purpose of evaluation of GIS Sub-stations.
4. The Manufacturer shall be required to furnish the Bank Guarantee in favour of DISCOM @10% of the Annual Maintenance Contract cost valid upto 90 days over and above the Annual Maintenance Contract period at the time of signing of the Annual Maintenance Contract agreement 30 days prior to the handing over of the project by OPTCL to DISCOM.
5. Payment towards Annual Maintenance Contract charges shall be released on quarterly basis by the DISCOM as per the agreed terms and conditions of the Annual Maintenance Contract Agreement.
6. The Contractor shall ensure that the respective Manufacturer extends and the manufacturer also agrees to extend necessary facilities towards after sales service to the equipment for all AIS/GIS Sub-station commissioned by them after completion of the project to DISCOM who shall enter in to the after sales services arrangement at its option. The Contractor shall produce a consent letter from the Manufacturer to this effect in the bid and the Manufacturer also agrees to give such consent letter.
7. The DISCOM shall be liable to pay the price of Annual Maintenance Contract to the Manufacturer as per comprehensive Annual Maintenance Contract for three years from the date of completion of Guarantee period extended by the Contractor under the terms of Supply and Erection Contracts extended by the Contractor with Owner/OPTCL.
8. The DISCOMs shall also be liable to pay the cost of AIS and GIS equipments installed in the GIS Sub-stations and for that purpose the DISCOMs shall procure the required Annual

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Maintenance Contract after the GIS Sub-stations are handed over by the Owner to DISCOM.

9. This Agreement shall be subject to the judicator of Hon'ble High Court of Orissa and the Courts at Bhubaneswar to the exclusion of all other Courts.
10. This Agreement shall be deemed to have been executed at Bhubaneswar, Dist: Khurda, Odisha for all intents and purposes.

Their hands on this .....day of .....201..... and herein above mentioned.

In presence of :  
WITNESSES

1.

For and on behalf of OPTCL

For .....

2.

For.....

**END**