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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. Of Odisha Undertaking)

Regd. Office, Janpath, Bhubaneswar -751022

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN: U4102OR2004SGC007553

SECTION – VI

SAMPLE FORMS AND PROCEDURES (FORMS)

PREFACE

This Section (**Section –VI**) of the Bidding Documents [named as Sample Forms and Procedures (**FORMS**)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant **FORMS** to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Form of Contract Agreement shall be used unamended, except for the need to complete **Article 1.1 (Contract Documents)**, as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each **Appendix**. The Price Schedule deemed to form part of the contract shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The **Performance Security (ies)** and **Bank Guarantee** for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein or in another form acceptable to the Employer and pursuant to the provisions of the **General and Special Conditions of Contract**, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

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1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Please see **Volume – III**.

1.2 Price Schedule

Please see **Volume - III**

2. BID SECURITY FORM (EMD)

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.))

Ref No:

Bank Guarantee No :

Date :

BG Amount :

Validity Period :

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 e-NIT No..... Dated..... for the purpose of work under Package(s) No...../ purchase of ----- .

Now, therefore, in accordance with Notice Inviting Tender (e-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 in words-----] valid for a period ofdays is required to be submitted by the bidder, as per Tender Specification, we the

.....) [indicate the name, Address & Code 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 <Tender Issuing Authority, Central Procurement Cell (CPC) ODISHA POWER TRANSMISSION CORPORATION Ltd. , Bhubaneswar an amount not exceeding Rs..... to OPTCL., without any reservation. The guarantee would remain valid up to [Date] and if any further extension to this is required, the same will be extended on receiving instruction from ----- on whose behalf this Bank Guarantee has been issued.

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. 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 (Bhubaneswar/Cuttack) 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 thereunder 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 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 bidder and accordingly discharges this guarantee. 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 _____ we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank further agree with OPTCL 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 of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by 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 the 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 of the Bidder.

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 invokable at our place of business at ----- Branch of 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.------(Rupees in words-----) only.

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

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature
Full name
Designation
Power of Attorney No.
Date.....
Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)
Signature
Full name
(2)
Signature

Full name

N.B.:

Name of the Bidder.:

BG No & Date :.....

Amount (In Rs.):.....

Validity up to :.....

E-NIT No.....

Package/Works No.....

Name, Address & Code of Issuing Bank:.....

Name, Address & Code Bhubaneswar Branch of the Issuing Bank:.....

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details (The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Lead Partner.
2. The Bank Guarantee should be in accordance with the proforma as provided.
“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”
3. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned.
“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Forfeiture of Bid Security (EMD) Amount against Bank Guarantee No. dated
..... for, issued by you on behalf of M/s. *(insert name of the Bidder)*
.....

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for
as Bid Security for the bid submitted by M/s. *(insert name of the Bidder)* against
..... *(insert name of the Package)* ; Tender Specification No. & Tender Notice No.

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand
by the Employer the amount of without any reservation,
Protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on
the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid
Security amount to *(insert name of the Employer)* owing to the occurrence of the condition referred
to at Sl. No. The Bank is requested to remit the full
guaranteed sum towards proceeds of the bid security in the form of Demand
Draft in favour of '.... *(Insert name of the Employer)*', payable at *(insert place of the
Employer)*....'.

Thanking you,

For (Name of the Employer)

AUTHORISED SIGNATORY)

Copy to:

.....*(Registered Office of the Bank)*....

3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Conditional Claim against Bank Guarantee No. datedfor
..... valid up to issued by you on behalf of M/s.....*(insert name of
the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s.
.....*(insert name of the Bidder)*, who have submitted this Bank Guarantee to us towards Bid
Security against *(insert name of the Package)* ; Tender Specification No. & Tender Notice
No.....

We, *(insert name of the Employer)* do hereby request you to lodge our claim/demand
against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the
subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No.
..... dated extending its validity up to
..... is not got arranged by*(insert name of the Bidder)*.....in our favour and
are not received by us up to In such an event you are requested to remit the full guaranteed
amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be
forwarded to us in form of demand draft in favour of '.... *(insert name of the Employer)*, payable at
....*(insert place of the Employer)*....'.

This is without prejudice to our right under this guarantee and under the law. Thanking you,

For (Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the
validity up to is received by us by

4. FORM OF 'LETTER OF AWARD OF CONTRACT' FOR SUPPLY OF PLANTS & EQUIPMENT AND SERVICES

Ref. No. :

Date :

.....(*insert Contractor's Name & Address*)

.....

.....

*[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:
(Lead Partner of the Joint Venture of M/s. and M/s.)]*

Attn : Mr.....

Sub. : Letter of Award for Supply of Goods & Services Contract for (*insert name of the Package*)
..... Specification No.: Domestic Competitive Bidding.
(Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (**IFB**) dated

1.2 Bidding documents for the subject package issued to you vide our letter Ref. No.
..... dated, comprising the following:

a) Conditions of Contract Volume-I
(Document Code No.)

b) Technical Specifications Volume-II
(Document Code No.)

c) Bid Form, Price Schedules Volume-III
& Technical Data Sheets
(Document Code No.)

1.2.1 Amendment/Corrigendum No. to Bidding Documents issued to you vide our letter no.
..... dated
(*Applicable only if any Corrigendum /Amendment to the Bidding Documents has been issued
subsequently*)

- 1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on , issued to you vide our letters no. dated *(Use as applicable)*
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)
- (INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)*
- 1.3 First envelope of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) for the subject package under Proposal reference no. dated was opened on..... *(Use as applicable)*
- 1.4 Intimation for Opening of Second Envelope issued to you vide our letter no. dated
- 1.5 Second Envelope of your Bid/the Bid by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) under proposal ..reference no. dated was opened on..... *(Use as applicable)*
- 1.6 Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as **APPENDIX (LOA)-1** with this Letter of Award.
- 2.0 AWARD OF CONTRACT AND ITS SCOPE
- 2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) *(Use as applicable)* (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 *[modify as applicable]* above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you/the JV *(use as applicable)* the ‘Supply of Goods & Services Contract’ (also referred to as ‘**Single works contract**’) covering Supply of Goods (of all equipment and materials including Type Testing to be conducted) & Services (erection, testing & commissioning including all type of Civil works, required for the complete execution of the *(insert name of Package along with name of the Project)*), as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

..... *(Indicate brief Scope of Work)*

The scope of work under this Letter of Award (LOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of *(insert name of Package along with name of the Project)*, unless otherwise specifically excluded in the Bidding Documents or in this LOA.

2.1.1 You, the Lead Partner of the JV, along with M/s. , the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. *(This provision shall be included only in case the Bidder is a Joint Venture)*

2.2 The letter for award of Contract for performance of all other activities, as set forth in the Bidding Documents.

Notwithstanding the award of work under this Contracts in the aforesaid manner, you/the JV *(use as applicable)* shall be overall responsible to ensure the execution of the Contracts to achieve successful completion and taking over of the works under the package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV *(use as applicable)* that any default or breach or occurrence under this contract giving us an absolute right to terminate, either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's *(use as applicable)* risk, cost and responsibility. It is also expressly understood and agreed by you/the JV *(use as applicable)* that the equipment/materials supplied by you/the JV *(use as applicable)* under this supply of Goods, when erected, installed & commissioned by you under the supply of Services shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 CONTRACT PRICE

3.1 The total Contract Price for the entire scope of work under this Contract shall be *(Specify the currency and the amount in figures & words)* as per the following break-up:

Sl. No.	Price Component	Amount (including taxes) in INR
1.	Supply price components	
2.	Erection price component	
3.	Civil price component	
Total contract price		

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

3.3 The completion period shall be----- from the date of LOA.

4.0 You/The JV *(use as applicable)* are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of *(Specify the value)* i.e. equal to **10 % (ten percent)** of the Contract Price, and valid up to and including and any other securities as per the Bidding Documents.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

- 5.0 For release of advance payment (admissible as per the bidding documents) equal to% of the Taxable value & GST thereon component of the Contract Price, you are, inter-alia, required to furnish a Bank Guarantee for **[[110% (one hundred ten percent) of the amount of Advance] Plus {amount of GST reimbursable on Advance as per the Proforma invoice}]**. The validity of the Advance Bank Guarantee shall be up to and including . Further, please note that furnishing of all the Contract Performance Securities under this contract shall be one of the conditions precedents to release of advance under this Contract.
- 6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.
- 7.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the (*insert name of Package along with name of the Project*) shall be ... (*indicate the completion schedule*) months from the date of issue of this Letter of Award for all contractual purposes.
- 8.0 This Letter of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Letter of Award.
- 9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Letter of Award.
- 10.0 This Letter of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action. Yours

faithfully,

For and on behalf of

.....(*Name of the Employer*).....

(*Authorised Signatory*)

Enclosures:

APPENDIX (LOA) – 1 - Record Notes of Post - Bid Discussions held on various dates from to

5. FORM OF CONTRACT AGREEMENT

Agreement No. -----

THIS CONTRACT AGREEMENT between, The **Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “OPTCL” & also referred to as “OPTCL” which expression shall include its successor, administrator and assigns) AND M/s. (*Name of Contractor*) /JOINT VENTURE (JV) OF M/s..... (*Name of Lead Partner*).... (THE LEAD PARTNER OF THE JV) AND M/s.(*Name of Other Partner*)..... (THE PARTNER OF THE JV) [*Use as applicable*]

THIS CONTRACT AGREEMENT No. (also referred to as ‘Supply of Goods & Services Contract’) is made on the day of 20.....

BETWEEN

(1) (*Name of Employer*)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at.....(*registered address of the Employer*) and its Corporate Office at(*address of the Employer*)..... (hereinafter called "the Employer" and also referred to as “.....(*insert abbreviated name of the Employer*) ”)

and

(2) M/s (*Name of Contractor*), a company incorporated under the laws of Companies Act 1956/2013 and having its Principal place of business at(*Address of Contractor*) and Registered Office at.....(*Registered address of Contractor*) (hereinafter called "the Contractor" and also referred to as “... (*insert abbreviated name of the Contractor*)..... ”)

or

Joint Venture (JV) of M/s (*Name of Lead Partner*) (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(*Address of Lead Partner*) and Registered Office at(*Registered address of Lead Partner*) and M/s (*Name of Other Partner*) (the Partner of JV), a company incorporated under the laws of Companies Act 1956/2013 and having its Principal place of business at(*Address of Other Partner*) and Registered Office at(*Registered address of Other Partner*) (hereinafter called "the Contractor" and also referred to as “Joint Venture”/the ‘JV’”) (*Applicable only in case of Joint Venture*)

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of all equipment and materials including Type Testing to be conducted and providing all the services (which includes performance of all the services) inter-alia including (*Indicate brief scope of work*) for the complete execution of the (*insert name of Package along with name of the Project*) as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices there to.
2. Letter of Award Ref. No. dated

VOLUME – B

3. “Bidding Documents” comprising of the following:
 - (a) Volume –I of Bidding Documents (Document Code No.....), read in conjunction with Amendments to to the Bidding Documents.
 - (b) Volume –II of Bidding Documents (Document Code No.:.....) comprising of Technical Specifications.

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in **Article 1.1** (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as ascribed to them in the **General Conditions of Contract/Special Conditions of Contract**.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of (amount in words) ((amount in figures)), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Price Component	Amount (including taxes) in INR
---------	-----------------	---------------------------------

1.	Supply price components	
2.	Erection price component	
3.	Civil price component	
Total contract price		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

Terms of Payment (Reference **GCC Clause 8**)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in **Appendix 1** (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference **GCC Clause 1)**

The Time of Completion of Facilities shall be determined from the date of the Letter of Award i.e., from & The completion period shall be----- from the date of LOA.

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Document for Approval or Review
Appendix 8	Guarantees, Liquidated Damages for Non-Performance
Appendix 11^	Integrity Pact
Appendix 12^	Safety Pact

[^ to be appended at the Stage of Contract Award.]

Article 5.

Notwithstanding the award of contract under single works contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under 'this Contract' shall automatically be deemed as a default or breach of 'the Contract' also and any such breach or occurrence or default giving the Employer a right to terminate the 'Contract' either in full or

in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this 'Supply of Goods' when installed and commissioned by the Contractor under the 'Supply of services' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

.....
Signature

.....

Title

in the presence of

1. Witness –
(Name & Address)

2. Witness –
(Name & Address)

Signed by for and
on behalf of the Contractor

.....
Signature

.....

Title

in the presence of

1. Witness –
(Name & Address)

2. Witness –
(Name & Address)

6. Terms of Payment: Appendix-1

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of **GCC Clause 8** (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

In addition to the Conditions stipulated under **GCC Clause 8**, the following terms & Conditions will apply. Employer shall make necessary payment through RTGS to the designated Bank Account.

1	SUB-STATION: (AIS/GIS)
1.1	SUPPLY OF GOODS PORTION (FOR SUB-STATION-PART-SUPPLY)
1.1.1	<p>Interest Bearing Advance (Optional*): Ten percent (10%) of the supply price component with tax of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest bearing initial advance payment after signing the Contract Agreement and on submission of.</p> <ul style="list-style-type: none"> (a) Proforma invoice(s), (b) Advance Payment Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance in line with GCC Clause 9.2, (c) Performance Securities in line with GCC Clause 9.3 and (d) Detailed PERT Network/Bar chart and its approval by the Employer. <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 2 months from the date of Letter of Award. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/Security(ies) within the aforesaid period, the advance shall not be payable. The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Note: * This payment is an optional payment. The Contractor has the option of taking the interest-bearing initial advance or otherwise.</p> <p>In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Cl. No. 1.1.1 (item Sl. No. (c), and (d)) above within thirty (30) days of issuance of LOA.</p> <p>(The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).</p>
1.2	Progressive Payment (For Sub-station-part-Supply)
	Payment of the Taxable value of Equipment/ materials (including Mandatory Spares) for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:
1.2.1	<p>Seventy percent (70%) of the Taxable value of Equipment/ Materials (excluding Mandatory Spares) as per price schedule shall be paid progressively on receipt, physical verification & storage at site and furnishing of necessary certificate by Employer's representative and on submission of documents indicated herein under. (Subject to recovery of mobilization advance, if availed)</p> <p>Details of submission of documents indicated hereinunder:</p> <ul style="list-style-type: none"> (i) Dispatch document [Consignment Note (R/R or L/R)]

	<ul style="list-style-type: none"> (ii) Contractor's GST invoice, claim & packing list identifying contents of each shipment. (iii) Insurance policy/certificate (iv) Manufacturer's/Contractor's guarantee certificate of Quality. (v) Material Inspection Clearance Certificate (MICC) for despatch issued by the Employer's representative and the Contractor's factory inspection report. (vi) Test certificate (vii) Additional performance securities, if required, as per Technical Specification. (viii) Annexure-I to Appendix-I (Shipping documents). <p>However, for Mandatory Spares, hundred percent (100%) payment of the Taxable value component shall be made on receipt, physical verification & storage of the same at site and taking over by the Employer's representative. (Subject to recovery of mobilization advance, if availed)</p>
1.3	Final Payment (For Sub-station-part-Supply)
	Balance Thirty percent (30%) of the Taxable value component of Main Equipment/Materials (excluding Mandatory Spares) shall be paid as per the following
1.3.1	Twenty percent (20%) on Successful completion of erection & testing of individual bays.
1.3.2	Ten percent (10%) on successful completion of erection, testing and commissioning of all bays (AIS/GIS), on proof of submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment and, material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any and issuance of Taking Over Certificate.
1.3.3	However, in case of delay in testing and commissioning not attributable to the contractor & issuance of taking over certificate by Employer beyond six (6) months from the date of receipt of equipment at site, the last (ten) 10% of Taxable value (as at "1.3.2" above) of respective equipment shall be paid after issuance of a certificate by Employer's representative that the equipment have been received in good condition and on submission of a bank guarantee of equivalent amount, which shall be kept valid initially for a period of twelve (12) months or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same), whichever is earlier, provided all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The bank guarantee shall, however, be released within one month of successful commissioning of the respective equipment by the Employer. Prior to such payment the contractor shall complete material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any in complete shape & on proof of submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment.
1.4	SUPPLY OF SERVICES PORTION INCLUDING CIVIL WORKS: (FOR SUB-STATION): PRICE COMPONENT FOR INSTALLATION)
	Interest Bearing Advance (Optional) Ten percent (10%): (in two instalments)
1.4.1	1st Installment: five percent (5%) of the total Installation price component shall be paid as an interest bearing advance on submission of (a) Proforma invoice, (b) Establishment of Contractor's site offices for preparatory to mobilisation for Installation establishment, (c) Advance Payment Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance payment as per the Proforma invoice(s)}] in line with GCC Clause 9.2 and (d) Performance Securities in line with GCC Clause 9.3.
1.4.2	2nd Installment: five percent (5%) of the total Installation price component shall be paid as an interest

	bearing advance on submission of (a) Proforma invoice, (b) On start of equipment erection*, (c) Advance Payment Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice(s)}] in line with GCC Clause 9.2 and (d) A declaration by the contractor stating that 1st Installment (5%) of advance has been utilized against the mobilization works for the subject contract.
	<p>* After the release of 2nd Installment, the rate of recovery of the advance shall be re- adjusted.</p> <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of fulfillment of the requisite activities, as per the L2 network. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/ Security(ies) within the aforesaid period, the advance shall not be payable.</p> <p>The Contractor, shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Note: ^^: This payment is an optional payment. The Contractor has the option of taking the interest-bearing advance or otherwise.</p> <p>In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at Cl No. Sl. No. 1.1.1 (item (c), and (d)) above within thirty (30) days of issuance of LOA.</p> <p>(The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).</p>
1.5	Progressive Payment for supply of services including Civil works (For Sub-station-part-Services)
1.5.1	Eighty percent (80%) ^^ of the Taxable value shall be paid on completion of each of the items of Erection activity and on successful completion of quality check point involved in Installation, submission of the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 (six) months, in respect of all the contracts in the respective executing Region of OPTCL as per format enclosed at Section VI, Forms, Volume-I of the bidding documents and certification by Employer's representative and on submission of GST invoice. (Subject to recovery of mobilization advance, if availed)
	NOTE##: ^^ One of the conditions for release of first progressive payment / subsequent payment shall be submission of 'Safety Plan' along with all requisite documents in line with GCC clause on Safety Precaution and proforma provided in this Section – Sample Forms and Procedure and approval of the same by the Engineer In-Charge.
1.5.2	Ten percent (10%) of the Taxable value for Installation shall be paid on successful testing of equipment/materials including liquidation of defects/deficiencies and certification of the same by Employer's representative.
1.6	Final (10%) Payment for Supply of Services (For Sub-station -part-Services): as below
1.6.1	Ten percent (10%) of the Taxable value the Installation price component shall be paid on successful commissioning of the scope of work as per price schedule, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any and issuance of Taking Over Certificate.
A	<p style="text-align: center;"><u>STAGE PAYMENT</u></p> <p>REF: TERMS OF PAYMENT: APPENDIX-1 (TERMS AND PROCEDURES OF PAYMENT): SUB-STATION: (AIS/GIS): -</p> <p>Progressive Payment for supply of services including Civil works (For Sub-station-part-Services: (Civil works):</p>

	Against Eighty percent (80%) payment for installation services (Civil works), stage payment shall be allowed for the following items as per the below indicated percentage and other terms & condition shall be as per conditions stated in the clause of Terms of payment:		
A.1	A	Switch yard Building {Control room Building}/ GIS building: (Double Storied)	
	Sl No.	Description of Stages	Payment Terms against 80%
	1	RCC as per Contract:	
	1.1	Ground Floor	(48% of the ordered price)
	1.1.1	Up to plinth level	7.2% of the ordered price
	1.1.2	Up to lintel level	14.4% of the ordered price
	1.1.3	After roof casting	26.4% of the ordered price
	1.2	First Floor	(32% of the ordered price)
	1.2.1	(1) Up to lintel level	11.2% of the ordered price
	1.2.2	(2) After roof casting	20.8% of the ordered price
	2	Brick masonry work as per contract	
	2.1	(1) Ground Floor	48% of the ordered price
	2.2	(2) First Floor	32% of the ordered price
	3	Flooring as per Contract	
	3.1	(1) Ground Floor	44% of the ordered price
	3.2	(2) First Floor	36% of the ordered price
A.2	B	Colony Quarters/Transit House	
	Sl No.	Description of Stages	Payment Terms against 80%
	1	'D'-type as per contract	(80% of the ordered price)
	1.1	Up to plinth level	8% of the ordered price
	1.2	After brick work	12% of the ordered price

	1.3	After roof casting	24% of the ordered price
	1.4	After complete in Full shape	36% of the ordered price
	2	'E' type as per contract	
	2.1	Ground Floor	(80% of ordered price of Ground Floor)
	2.1.1	Up to plinth level	8% of the ordered price of Ground Floor
	2.1.2	After brick work	12% of the ordered price of Ground Floor
	2.1.3	After roof casting	24% of the ordered price of Ground Floor
	2.1.4	After complete in Full shape	36% of the ordered price of Ground Floor
	2.2	First Floor	(80 % of the ordered price of First Floor)
	2.2.1	Up to lintel level	12% of the ordered price of First Floor
	2.2.2	After roof casting	24% of the ordered price of First Floor
	2.2.3	After complete in Full shape	44% of the ordered price of First Floor
A.3	C	Boundary Wall:	
	Sl No.	Description of Stages	Payment Terms
	1	Excavation & bed Concrete & foundation with grade beam	16% of the ordered price
	2	Brick Work	24% of the ordered price
	3	Plastering	16% of the ordered price
	4	After complete in full shape	24% of the ordered price

2	TRANSMISSION LINE:
2.1	SUPPLY OF GOODS PORTION (FABRICATED & GALVANIZED TOWERS & TRANSMISSION LINE MATERIALS)
2.1.1	<p>Interest Bearing Advance (Optional*): Ten percent (10%) of the supply price component with tax of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest bearing initial advance payment after signing the Contract Agreement and on submission of.</p> <p>(a) Proforma invoice(s),</p> <p>(b) Advance Payment Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance in line with GCC Clause 9.2,</p> <p>(c) Performance Securities in line with GCC Clause 9.3 and</p>

	<p>(d) Detailed PERT Network/Bar chart and its approval by the Employer.</p> <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 2 months from the date of Letter of Award. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/Security(ies) within the aforesaid period, the advance shall not be payable. The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Note: * This payment is an optional payment. The Contractor has the option of taking the interest-bearing initial advance or otherwise.</p> <p>In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No. (c), and (d) above within Thirty (30) days of issuance of LOA.</p> <p>(The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).</p>
2.2	Progressive Payment (For Transmission Line -part-Supply)
	Payment of the Taxable value of Main Equipment/ materials for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:
A	The above Payment of Transmission Line for the materials (excluding fabricated tower parts/tower materials) shall, however, be made in the following manner:
2.2.1	<p>Seventy percent (70%) *** of the Taxable value of each item (excluding that of fabricated tower parts/tower) (as identified in the price schedule) shipped shall be paid progressively on receipt, physical verification & storage at site and furnishing of necessary certificate by Employer's representative and on submission of documents indicated hereinunder. (Subject to recovery of mobilization advance, if availed)</p> <p>Details of submission of documents indicated hereinunder:</p> <ul style="list-style-type: none"> (i) Dispatch documents [Consignment Note (R/R or L/R)] (ii) Contractor's GST invoice, claim & packing list identifying contents of each shipment. (iii) Insurance policy/certificate (iv) Manufacturer's/Contractor's guarantee certificate of Quality. (v) Material Inspection Clearance Certificate (MICC) for despatch issued by the Employer's representative and the Contractor's factory inspection report. (vi) Test certificate (vii) Additional performance securities, if required, as per Technical Specification. (viii) Annexure-I to Appendix-I (Shipping documents).
2.2.2	Twenty percent (20%) of the Taxable value for the materials (excluding that of fabricated tower parts/tower) (as identified in the price schedule), shall be paid on completion of erection and furnishing of necessary certificate by Employer's representative.
B	The above Payment of Transmission Line materials (for fabricated tower parts/tower) shall, however, be made in the following manner:
2.2.3	Seventy percent (70%) of the Taxable value of fabricated tower parts/tower shipped shall be paid progressively on receipt, physical verification & storage at site. However, the payment of fabricated

	<p>tower parts/tower shall, be made on completed tower basis, as certified by the Employer' representative and on submission of documents indicated hereinunder. (Subject to recovery of mobilization advance, if availed)</p> <p>Details of submission of documents indicated hereinunder:</p> <ul style="list-style-type: none"> (i) Dispatch documents [Consignment Note (R/R or L/R)] (ii) Contractor's GST invoice, claim & packing list identifying contents of each shipment. (iii) Insurance policy/certificate (iv) Manufacturer's/Contractor's guarantee certificate of Quality. (v) Material Inspection Clearance Certificate (MICC) for despatch issued by the Employer's representative and the Contractor's factory inspection report. (vi) Test certificate (vii) Additional performance securities, if required, as per Technical Specification. (viii) Annexure-I to Appendix-I (Shipping documents).
2.2.4	Twenty percent (20%) of the Taxable value of fabricated tower parts/tower, shall be paid on completion of erection of complete tower and furnishing of necessary certificate by Employer's representative.
2.3	Final Payment (For Transmission Line -part-Supply)
	Ten percent (10%) of the Taxable value of each item as identified in the price schedule shall be paid as per the following:
2.3.1	Final Ten percent (10%) of the Taxable value on Successful completion of erection, testing & commissioning of the Transmission Line and on proof of submission of required number of reproducible, approved drawings, data sheets, route map, tower schedule & other required drawings, test report, pamphlets and manuals etc., material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any and issuance of Taking Over Certificate.
	However, in case of delay in testing and commissioning not attributable to the contractor & issuance of taking over certificate by Employer beyond six (6) months from the date of receipt of equipment at site, the last (ten) 10% of Taxable value (as at "2.3.1" above) shall be paid after issuance of a certificate by Employer's representative that the all the equipment/materials have been received in good condition and erection have been completed & on submission of a bank guarantee of equivalent amount, which shall be kept valid initially for a period of twelve (12) months or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same), whichever is earlier, provided all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The bank guarantee shall, however, be released within one month of successful commissioning of the Transmission Line by the Employer. Prior to such payment the contractor shall complete material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any in complete shape and on proof of submission of required number of reproducible, approved drawings, data sheets, route map, tower schedule & other required drawings, test report, pamphlets and manuals etc.
2.4	SUPPLY OF SERVICES PORTION INCLUDING CIVIL WORKS: (FOR TRANSMISSION LINE): PRICE COMPONENT FOR INSTALLATION)
	Interest Bearing Advance (Optional) Ten percent (10%): (in two instalments)

2.4.1	<p>1st Installment: five percent (5%) of the total Installation price component towards survey, installation (including civil works) on establishment of contractor's site office shall be paid as an interest-bearing advance on submission of,</p> <p>(a) Proforma invoice,</p> <p>(b) Establishment of Contractor's site offices for preparatory to mobilisation for Installation establishment,</p> <p>(c) Advance Payment Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance payment as per the Proforma invoice(s)}] in line with GCC Clause 9.2 and</p> <p>(d) Performance Securities in line with GCC Clause 9.3.</p>
2.4.2	<p>2nd Installment: five percent (5%) of the total installation component (i.e., including civil works) of the Contract price shall be paid as an interest-bearing advance after the Contractor brings to site major tools & Plants including tension stringing equipment etc. and on submission of</p> <p>(a) Proforma invoice,</p> <p>(b) On start of equipment erection*,</p> <p>(c) Advance Payment Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice(s)}] in line with GCC Clause 9.2.</p>
	<p>* After the release of 2nd Installment, the rate of recovery of the advance shall be re- adjusted.</p> <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of fulfillment of the requisite activities, as per the L2 network. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/ Security(ies) within the aforesaid period, the advance shall not be payable.</p> <p>The Contractor, shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Note: ^^: This payment is an optional payment. The Contractor has the option of taking the interest-bearing advance or otherwise.</p> <p>In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at CI No. Sl. No. 2.1.1 (item (d)) above within thirty (30) days of issuance of LOA.</p> <p>(The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).</p>
2.5	Progressive Payment for supply of services including Civil works (For Transmission Line-part-Services)
2.5.1	<p>Ninety percent (90%) of the Taxable value of the total installation (i.e., including civil works) component of the Contract Price shall be paid progressively on pro-rata basis on certification by Employer's representative, on certification for the quantum of work done i.e., Complete tower foundation, Complete tower erection & complete Ckt. Km stringing and successful completion of quality check point involved in erection by Employer's representative and on submission of GST invoice. (Subject to recovery of mobilization advance, if availed)</p>
	Final Payment (For Transmission Line -part-Services-Erection)
2.5.2	<p>The balance ten percent (10%) of the Taxable value of the total installation (i.e., including civil works) price components of contract price shall be paid on successful Testing & commissioning of</p>

	Transmission Line, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any and issuance of Completion (Taking Over) Certificate by Employer.
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3	TRANSMISSION LINE: (FOR UNDERGROUND CABLE-PART)
3.1	SUPPLY OF GOODS PORTION (FOR UNDERGROUND CABLE -PART-SUPPLY)
3.1.1	<p>Interest Bearing Advance (Optional*): Ten percent (10%) of the supply price component with tax of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest bearing initial advance payment after signing the Contract Agreement and on submission of.</p> <ul style="list-style-type: none"> (a) Proforma invoice(s), (b) Advance Payment Bank Guarantee for 110% (one hundred ten percent) of the amount of Advance in line with GCC Clause 9.2, (c) Performance Securities in line with GCC Clause 9.3 and (d) Detailed PERT Network/Bar chart and its approval by the Employer. <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 2 months from the date of Letter of Award. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/Security(ies) within the aforesaid period, the advance shall not be payable. The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Note: * This payment is an optional payment. The Contractor has the option of taking the interest-bearing initial advance or otherwise.</p> <p>In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Cl. No. 3.1.1 (item Sl. No. (c), and (d)) above within Thirty (30) days of issuance of LOA.</p> <p>(The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).</p>
3.2	Progressive Payment (For Underground Cable -part-Supply)
	Payment of the Taxable value of Main Equipment/ materials (including Mandatory Spares) for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:
3.2.1	<p>Seventy percent 70%) *** of the Taxable value of Equipment/ Materials (excluding Mandatory Spares) as per price schedule shall be paid progressively on receipt, physical verification & storage at site and furnishing of necessary certificate by Employer's representative and on submission of documents indicated hereinunder. (Subject to recovery of mobilization advance, if availed)</p> <p>Details of submission of documents indicated hereinunder:</p> <ul style="list-style-type: none"> (i) Dispatch Document [Consignment Note (R/R or L/R)] (ii) Contractor's GST invoice, claim & packing list identifying contents of each shipment. (iii) Insurance policy/certificate (iv) Manufacturer's/Contractor's guarantee certificate of Quality. (v) Material Inspection Clearance Certificate (MICC) for despatch issued by the Employer's representative and the Contractor's factory inspection report. (vi) Test certificate

	<p>(vii) Additional performance securities, if required, as per Technical Specification.</p> <p>(viii) Annexure-I to Appendix-I (Shipping documents).</p> <p>However, for Mandatory Spares, Hundred percent (100%) payment of the Taxable value component shall be released on receipt, physical verification & storage of the same at site and taking over by the Employer's representative. (Subject to recovery of mobilization advance, if availed)</p>
3.3	Final Payment (For Underground Cable -part-Supply) :(In two instalments)
	Balance Thirty percent (30%) of the Taxable value component of Main Equipment/Materials (excluding Mandatory Spares) shall be paid as per the following
3.3.1	Twenty percent (20%) on Successful completion of erection & testing of Under Ground Cable System.
3.3.2	Ten percent (10%) on successful completion of erection, testing and commissioning of Under Ground cable system, on proof of submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment etc. and, material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any and issuance of Taking Over Certificate.
3.3.3	However, in case of delay in testing and commissioning not attributable to the contractor & issuance of taking over certificate by Employer beyond six (6) months from the date of receipt of equipment at site, the last (ten) 10% of Taxable value (as at "3.3.2" above) of respective equipment shall be paid after issuance of a certificate by Employer's representative that the equipment have been received in good condition and on submission of a bank guarantee of equivalent amount, which shall be kept valid initially for a period of twelve (12) months or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same), whichever is earlier, provided all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The bank guarantee shall, however, be released within one month of successful commissioning of the respective equipment by the Employer. Prior to such payment the contractor shall complete material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any in complete shape.
3.4	SUPPLY OF SERVICES PORTION INCLUDING CIVIL WORKS: (FOR TRANSMISSION LINE-UNDER-GROUND CABLE): PRICE COMPONENT FOR INSTALLATION)
	Interest Bearing Advance (Optional) Ten percent (10%): (in two instalments)
3.4.1	1st Installment: five percent (5%) of the total Installation price component shall be paid as an interest bearing advance on submission of (a) Proforma invoice, (b) Establishment of Contractor's site offices for preparatory to mobilisation for Installation establishment, (c) Advance Payment Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance payment as per the Proforma invoice(s)}] in line with GCC Clause 9.2 and (d) Performance Securities in line with GCC Clause 9.3.
3.4.2	2nd Installment: five percent (5%) of the total Installation price component shall be paid as an interest bearing advance on submission of (a) Proforma invoice, (b) On start of UG cable erection*, (c) Advance Payment Bank Guarantee for [{110% (one hundred ten percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice(s)}] in line with GCC Clause 9.2 and (d) A declaration by the contractor stating that 1st Installment (5%) of advance has been utilized against the mobilization works for the subject contract.
	<p>* After the release of 2nd Installment, the rate of recovery of the advance shall be re- adjusted.</p> <p>Provided further that the Proforma Invoice(s) for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of fulfillment of the</p>

	<p>requisite activities, as per the L2 network. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/ Security(ies) within the aforesaid period, the advance shall not be payable.</p> <p>The Contractor, shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.</p> <p>Note: ^^: This payment is an optional payment. The Contractor has the option of taking the interest-bearing advance or otherwise.</p> <p>In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at CI No. Sl. No. 3.1.1 (item (c), and (d)) above within thirty (30) days of issuance of LOA.</p> <p>(The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).</p>
3.5	Progressive Payment for supply of services including Civil works (For Under Ground Cable-part-Services)
3.5.1	Eighty percent (80%) ^^ of the Taxable value shall be paid on completion of each of the items of Erection activity and on successful completion of quality check point involved in Installation, submission of the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of OPTCL as per format enclosed at Section VI, Forms, Volume-I of the bidding documents and certification by Employer's representative and on submission of GST invoice. (Subject to recovery of mobilization advance, if availed)
	NOTE##: One of the conditions for release of first progressive payment / subsequent payment shall be submission of 'Safety Plan' along with all requisite documents in line with GCC clause on Safety Precaution and proforma provided in this Section – Sample Forms and Procedure and approval of the same by the Engineer In-Charge.
3.5.2	Ten percent (10%) of the Taxable value for Installation shall be paid on completion of Under Ground cable system on physical construction including liquidation of defects/deficiencies & successful Testing on the UG cable system and certification of the same by Employer's representative.
3.6	Final Payment for Supply of Services (For Under Ground Cable -part-Services): (in Two instalments)
3.6.1	Balance Ten percent (10%) of the Taxable value, after successful completion of erection, testing and commissioning of Under Ground cable system, on proof of submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment etc. and, material reconciliation, adjustment of mobilisation advance and interest thereon, Finalisation of PV, if any and issuance of Taking Over Certificate.
4	For all type of Advance Payment as indicated above for Sub-station, Transmission Line & Under Ground Cable system, the following shall be adhered.
4.1	The bank guarantee(s) (110% of the advance payment amount) for advance payment & shall be kept valid till 90 days after issuance of Operational Acceptance Certificate. The value of bank guarantee towards advance shall be proportionately reduced every Six (6) months after First Running Account Bill/Stage payment under the Contract.

4.2	Interest rate applicable on advance payment to the Contractor shall be at the rate equal to @ 10% (ten percent) per annum. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully adjusted. The interest will be charged considering adjustment of advance (@ 12.5% of Taxable Value) against progressive payment as per provisioned. The interest shall be calculated on the daily progressive balances outstanding as on the date of adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.
4.3	Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc. to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.
4.4	Recovery of Mobilisation Advance (The contractor who opts for interest bearing advance either 10% or 5% as the case may be): Recovery of advance shall be @ 12.5% of the Taxable Value of the invoice of first progressive payment(s), where mobilization advance to the extent of 10% of Supply/erection portion has been availed. Similarly, the recovery of advance shall be @ 6.25% of the Taxable Value of the invoice of first progressive payment(s), where mobilization advance to the extent of 5% of Supply/erection portion has been availed.
4.5	For taking Advance Payment: The above is to be incorporated in case the Contractor has opted for the interest-bearing initial advance, as declared in its bid in the relevant Attachment to Bid Form.
4.6	The Price Variation (PV) bills shall be submitted (either positive or negative) in each quarter and 100% payment shall be made or recovered against such PV bills. This clause is in addition to the Price Variation clause in Appendix-2 (Price Adjustment)

5.0 Training Charges- (In case Applicable):

Training Charges shall be paid on successful completion of training and on approval of the same by the Employer and on furnishing GST invoice for the Training Charges.

6.0 Payment towards Price adjustment:

Any variation in Contract price due to price adjustment provision of Appendix-2 shall be effected on presentation of debit note/credit note, as prescribed under the GST law, supported by calculations as per formulae specified therein along with documentary evidence for different indices applicable for Price Adjustment.

6.1 Any increase in Contract price due to price adjustment provision shall be payable as follows:

Supply of Goods Portion:

Ninety percent (90%) of the price adjustment amount for the respective shipment shall be paid on receipt of said shipment at site and issuance of Debit Note/ credit note, as prescribed under the GST law, by the Contractor. Balance **Ten percent (10%)** of the price adjustment amount shall be paid along with the final payment.

Any interest on GST payable due to increase in Contract price due to price adjustment shall be to the Contractor's account and Employer shall not reimburse any amount on this account.

Supply of Services Portion:

Ninety percent (90%) of the price adjustment amount for the respective billing period shall be paid after certification by Employer's representative for quantum of work done in the said billing period and issuance of Debit Note/ credit note, as prescribed under the GST law, by the Contractor. Balance **Ten percent (10%)**

of the price adjustment amount shall be paid along with the final payment.

Any interest on GST payable due to increase in Contract price due to price adjustment shall be to the Contractor's account and Employer shall not reimburse any amount on this account.

- 6.2 For any reduction in Contract Price due to price adjustment provisions the Contractor shall issue 'Credit note', as prescribed under the GST law. Further, the reduction in Contract Price shall be effected by recovering 100% of the reduction amount along with applicable GST, if any charged earlier, from Contractor's invoices falling immediately due for payment or any other payments.
- 6.3 In case negative PV invoice is submitted by the contractor after the specified timeline as per the contract, interest shall be charged on said amount less provisional amount withheld on this account, if any, for the period elapsed beyond the specified timeline and date of submission of PV bill by the contractor. Rate of Interest shall be equal to one-year MCLR rate [One Year Tenor rate p.a] published by State Bank of India as applicable on the last date of specified timeline. Further, the amount of interest worked out on negative PV shall be recovered from Contractor's invoices falling immediately due for payment or any other payments under the contract.
- 6.4 The Price Variation (PV) bills shall be submitted (either positive or negative) in each quarter and 100% payment shall be made or recovered against such PV bills. This clause is in addition to the Price Variation clause in Appendix-2 (Price Adjustment).
- 6.5 Payment towards Taxes

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Goods and Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:

- (a) GST, if applicable, on Advance payment shall be reimbursed along with the Advance payment.
- (b) In case of supply of goods, GST in full (i.e. GST on taxable value of the item(s) less GST on Taxable value recovered towards advance) shall be reimbursed along with its first progressive payment, on submission of Tax Invoice.
- (c) In case of Installation, the GST in full (i.e. GST on taxable value of the item(s) less GST on Taxable value recovered towards advance) shall be reimbursed along with its first Progressive payment on completion of Erection activity, on submission of Tax Invoice.
- (d) GST on type test shall be reimbursed after successful completion of the Type test and along with the progressive payment of Equipment for which the type test has been conducted.
- (e) GST on Training charges shall be reimbursed on successful completion of Training.
- (f) 100% GST shall be reimbursable on account of increase in Contract price due to price adjustment along with 90% payment on submission of Debit Note.

All GST payment except GST applicable on Advance shall be against GST invoices/debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.

7. PAYMENT PROCEDURES

7.1 Method of Payment

- 7.1.1 The Employer shall make payments promptly within **thirty (30) days** of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any.
- 7.1.2 All invoices/claims shall be raised by the Contractors in the name of Owner.
- 7.1.3 All payments to be made directly to the Contractor shall be made by the Employer through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case-to-case basis and merit of the same.

Note: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

7.2 Bill Tracking System (BTS):

Shall be intimated to the contractor after BTS is implemented in OPTCL. Presently its implementation is in progress.

6.1 Shipping Document: Annexure-I to Appendix 1

Shipping Documents

1.0 For Plant and Equipment including mandatory Spares to be supplied from abroad

Upon shipment, the Contractor shall notify the Employer and the Insurance Company by cable or telex of the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading/Airway Bill number and date, port of loading, date of shipment, port of discharge, etc. The Contractor shall mail the following documents to the Employer, with a copy to the Insurance Company.

- (1) Copies of the Contractor's invoice showing Contract Agreement reference, goods description, quantity, unit price, total amount;
- (2) Original (3/3) and six copies of the negotiable, clean on-board bill of lading/Air way Bill marked freight prepaid and six copies of non-negotiable bill of lading/ Air way Bill;
- (3) Copies of packing list identifying contents of each package; (6 copies)
- (4) Insurance policy / Certificate; (3 copies)
- (5) Manufacturer's / Contractor's guarantee certificate of Quality;
- (6) Material Inspection & Clearance Certificate (MICC) for dispatch, issued by the Employer's representative and the Contractor's factory inspection report, test certificates; (3 copies) and
- (7) Certificate of origin.

The above documents shall be air mailed/faxed by the Contractor to reach the Employer within one week from date of shipment to enable the Employer to make progressive payment to the Contractor and also make necessary arrangement for payment of custom duties etc. The Contractor will be responsible for any consequent expenses due to delay in furnishing the above documentation.

2.0 For Domestic Goods

Upon shipment, the Contractor shall notify the Employer and the Insurance Company by cable or telex of the full details of the dispatch including Contract number, description of goods, quantity, R/R or L/R number and date, place of loading, date of dispatch, etc. The Contractor shall mail the following documents to the Employer, with a copy to Insurance Company.

- (1) Copies of the Contractor's invoice showing Contract Agreement reference, goods description, quantity, unit price, total amount; (6 copies)
- (2) Copies of packing list identifying contents of each package; (6 copies)
- (3) Railway receipt / receipted LR;
- (4) Manufacturer's / Contractor's guarantee certificate of Quality;
- (5) Material Inspection & Clearance Certificate (MICC) for dispatch, issued by the Employer's representative and the Contractor's factory inspection report, test certificates; (3 copies);
- (6) Insurance policy / Certificate (3 copies); and

(7) Certificate of origin.

3.0 Whenever a waiver for the presence of EMPLOYER engineer to witness the testing is accorded, the Supplier, after carrying out inspection and testing as per approved Plan/ Specification should forward test results for approval of EMPLOYER. The Material Inspection and Clearance Certificate (MICC) will be issued within fifteen (15) days from the date of receipt of test results, if test results furnished establish conformance to specified requirements.

PRICE ADJUSTMENT

1. Prices for work and materials covered under the scope of this specification shall be furnished by the bidder in the manner specified in the Bid Form and Price Schedules. The bidder shall quote base price for the Taxable value & GST thereon of the equipment and erection price components. These price components will be subject to price adjustment based on as per the price adjustment provisions in IEEMA. The price shall be firm, where the project completion period is less than or equal to 12 (Twelve) months and where the project completion period is more than 12 (Twelve) months, the price adjustment shall be **allowed for the contract period as per IEEMA considering 95% of Taxable value as base price (Taxable Value)**:

1.1 Price for survey, soil investigation, type tests, port handling and port clearance, inland freight & insurance, and other charges, if any, shall be Firm and no price adjustment shall be applicable for these components for the entire duration of the Contract.

1.2 The contract price comprising of (i) supply, (ii) erection/ Installation & Commissioning and (iii) Associated Civil Works shall remain FIRM during the contract period except statutory variation in the rate of applicable GST, which shall be to the account of OPTCL against Tax Invoice.

<In case original project completion period is more than 12 (Twelve) months, Price variation shall be allowed for the contract period as per IEEMA for the Major items as mentioned below considering 95% of Taxable value as base price (Taxable Value)>.

2.0 The price adjustment shall be applicable for the following equipment/materials:

2.1 Sub-Station Part:

2.1.1 Supply of Goods:

- 1- Power Transformers, Auto Transformers, ICT and Reactors,
- 2- HDG Tower Structure materials including Nuts & Bolts,
- 3- Conductors
- 4- LV, MV, HV and EHV cables,

2.1.2 Supply of Services:

- 1- Concreting
- 2- Supply and placement of reinforcement steel

Note: No PV will be applicable for other items of BOQ of the contract & shall remain FIRM.

2.2 Transmission Line Materials

2.2.1 Supply of Goods:

- 1- Fabricated and galvanized towers parts (including bolts and nuts)
- 2- Conductor,
- 3- LV,MV,HV and EHV cables

2.2.2 Supply of Services:

- 1- Concreting
- 2- Supply and placement of reinforcement steel

Note: No PV will be applicable for other items of BOQ of the contract & shall remain FIRM.

2.4 Computational procedure

- For all Contracts, where scheduled duration is less than or equal to 12 (Twelve) months shall be continued as fixed price contract for both supply and erection. In such case (i.e, of less than or equal to 12 (Twelve) months) where the completion period is delayed more than the scheduled period, the PV shall be applicable for such extended period which is considered as non-attributable to the contractor such as delay in handing over of land, force majeure condition as specified in contract etc. considering the original scheduled completion date as base date.
- Price variation is to be allowed on 95% (Ninety five) of Taxable value of applicable material/service items.
- There would be ceiling of 20% (twenty) on positive side and no ceiling on negative side for price Adjustment.
- For conductor, only Monthly average aluminum LME seller settlement price will be considered as per IEEMA for calculating Price Adjustment.
- Price variation bills/debit or credit notes are to be submitted by the firm for above items that are subject to variable price for a quarter.
- In the Price Bid Format, the Intra-State or Inter-State supply of goods or services or both, as the case may be, shall be indicated by the bidder and accordingly the GST will be construed as to whether it is IGST or CGST plus OGST.

8. Insurance Requirement: Appendix-3

INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Contractor:

In accordance with the provisions of **GCC Clause 30**, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of **GCC Clause 30**. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Marine Cargo Policy/Transit Insurance Policy:

(I)(i) Marine Cargo policy for imported equipment

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub-Contractor's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

(I)(ii) Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

Amount	Deductible Limits	Parties insured	From	To
120% of CIP Entry Border Point 120% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable.	Nil	Contractor & Employer	Mfrs ware-house	Project's ware-house store at final destination

- (II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

Amount	Deductible limits	Parties insured	From	To
105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable. And 100% of erection price component	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Operational Acceptance

* The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

- (III) The following add-on covers shall also be taken by the Contractor:

- i) Earthquake
- ii) Terrorism
- iii) Escalation cost (approximately @10% of sum insured on annual basis)

- iv) Extended Maintenance cover for Defect Liability Period
 - v) Design Defect
 - vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).
- (IV) *Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:*

The third-party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
<p>For projects up to Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/multiple occurrences in aggregate during the entire policy period.</p> <p style="text-align: center;">*</p> <ul style="list-style-type: none"> • For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. <p>For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire</p> <ul style="list-style-type: none"> • policy period. 	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor/ Sub-contractor	Receipt at site	Up to Defect Liability Period.

as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account

- (V) As per GCC Clause 30.8, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM total sum insured.

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission of documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/

supplementary cover(s) are not included in the Contract Price.

(c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

(I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

(II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

(III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(e) Contractor's Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third-Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be

waived under such policies.

B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
____NIL____				

-- End --

9. Time Schedule: Appendix-4
TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

Description	Duration in Months from the date of Letter of Award
Establishment of new Substation & Transmission Line Months

- 1.1 The activity(ies) under the Contractor's programme for Project Completion shall be in the form of a master network (MNW) and shall identify the various activities like design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, trial operation and Taking Over etc. of the Facilities or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

This master network will be discussed and agreed before Award in line with above, engineering drawing and data submission schedule shall also be discussed and finalised before Award. Liquidated damages for delay in successful Completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and Operational Acceptance at rates specified in **Clause 21 of GCC** shall be applicable beyond the date specified above.

- 1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.
- 1.3 The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalise the same with the Employer as per the requirement specified in Technical Specifications, which shall form a part of the Contract.
- 1.4 Time for Completion is the essence of Contract.

10. List of Approved Vendor: Appendix-5

LIST OF APPROVED VENDORS/SUPPLIER (for equipment & materials)

Prior to award of Contract, the following details shall be completed indicating those sub- contractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the contract.

The following **VENDORS/SUPPLIER** are approved for carrying out the item of the facilities indicated. Where more than one **VENDORS/SUPPLIER** is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected **VENDORS/SUPPLIER**. In accordance with **GCC Sub-Clause 15.1**, the Contractor is free to submit proposals for **VENDORS/SUPPLIER** for additional items from time to time. No order shall be placed with any such **VENDORS/SUPPLIER** for additional items until the **VENDORS/SUPPLIER** have been approved in writing by the Employer and their names have been added to this list of Approved **VENDORS/SUPPLIER**.

Provisionally Approved Vendor list of OPTCL for supplying materials to the contractors, awarded with total turnkey / partial turnkey projects of OPTCL Valid up to 30.04.2026		
Breaker		
Breaker (up to 400 KV Spring-Spring,SF-6)	1	M/s Hitachi Energy India Ltd., Gujarat
	2	M/s CG Power and Industrial Solutions Ltd, Nasik
	3	M/s. Siemens Limited, Kolkata
	4	M/s GE T&D India Ltd.
PCVCB		
33 KV Spring-Vacuum, 1600A, 25 kA	1	M/s CG Power and Industrial Solutions Ltd, Nasik
	2	M/s. Stelmec Limited, Mumbai
CT		
CT of 0.2S Accuracy class up to 400 KV	1	M/s CG Power and Industrial Solutions Ltd, Nasik (Only Polymer Type)
	2	M/s Hitachi Energy India Ltd., Gujarat (Only Polymer type)
	3	M/s GE T&D India Ltd.
CT of 0.2S Accuracy class up to 220 KV	1	M/s.Heptacare Power Industries Pvt. Ltd., Meerut (Polymer/ Porcelain type)
	2	M/s Mehru Electrical & Mechanical Engineers (P) Ltd, Bhiwadi (Polymer/ Porcelain type)
CT of 0.2S Accuracy class up to 132 KV	1	M/s Pragati Electricals Pvt Ltd, Navi Mumbai (Polymer/ Porcelain type)
	2	M/s CG Power and Industrial Solutions Ltd, Nasik (Polymer/ Porcelain type)
	3	M/s Hitachi Energy India Ltd., Gujarat (Polymer/ Porcelain type)
	4	M/s Kapco Electric Pvt. Ltd, Noida (Polymer/ Porcelain type)

	5	M/s. Siemens Limited, Kolkata (Polymer/ Porcelain type)
PT (IVT)		
PT/ IVT of 0.2S Accuracy class (Porcelain/ Polymer) up to 400 KV	1	M/s CG Power and Industrial Solutions Ltd, Nasik
	2	M/s. Siemens Limited, Kolkata
PT/ IVT of 0.2S Accuracy class (Porcelain/ Polymer) up to 220 KV	3	M/s.Heptacare Power Industries Pvt. ltd, Meerut
	4	M/s SCT Ltd., Ghaziabad, UP
	5	M/s Mehru Electrical & Mechanical Engineers (P) Ltd, Rajasthan
PT/ IVT of 0.2S Accuracy class (Porcelain/ Polymer up to 132 KV	6	M/s Pragati Electricals Pvt Ltd, Navi Mumbai
	7	M/s Kapco Electric Pvt. Ltd, Noida
Surge Arrestor/ LA		
Surge Arrestor (Polymer Type) up to 400 KV	1	M/s CG Power and Industrial Solutions Ltd, Nasik
	2	M/s Oblum Electrical Industries Hyderabad
Surge Arrestor (Polymer type) up to 220 KV	1	M/s Elecktrolites (Power) Pvt. Ltd, Jaipur
CVT		
CVT of 0.2 accuracy class up to 400 KV (Porcelain /Polymer type)	1	M/s Hitachi Energy India Ltd., Gujarat
	2	M/s CG Power and Industrial Solutions Ltd, Nasik
	3	M/s. Siemens Limited, Kolkata
	4	M/s GE T&D India Ltd.
CVT of 0.2 accuracy class up to 132 KV	1	M/s Mehru Electrical & Mechanical Engineers (P) Ltd, Rajasthan
Hardware fitting		
Hardware fitting up to 400KV	1	M/s Supreme & Company Pvt. Ltd., Kolkata
	2	M/s Electromech & Transtech Pvt. Ltd., Kolkata
	3	M/s Krsna Transmission Hardware Mfg. Pvt. Ltd, Vadodara
	4	M/s IAC Electricals Pvt. Ltd, Kolkata
	5	M/s Legion Energy, Bangaluru
Hardware fitting up to 220KV	1	M/s. Jainco Transmission Limited,
	2	M/s Aumni Transmission Industry Pvt. Ltd, Vadodara,
Clamp & Connectors		
Clamp and Connector up to 400 KV	1	M/s Legion Energy, Bangaluru
	2	M/s Exalt Engineering Industries, Mumbai
	3	M/s Supreme & Company Pvt. Ltd., Kolkata
	4	M/s IAC Electricals Pvt. Ltd, Kolkata
	5	M/s Electromech & Transtech Pvt. Ltd., Kolkata

Clamp and Connector up to 220 KV	1	M/s Krsna Transmission Hardware Mfg. Pvt. Ltd, Vadodara
	2	M/s. Jainco Transmission Limited, Kolkata
	3	M/s Aumni Transmission Industry Pvt. Ltd, Vadodara,
Spacers		
Spacers upto 400kV		M/s IAC Electricals Pvt. Ltd, Kolkata
Spacers upto 220kV		M/s. Jainco Transmission Limited, Kolkata
Conductor		
Conductor (ACSR –Moose, Zebra, Panther, Bersimisi & AAAC-Moose, Zebra & Panther)	1	M/s Lumino Industries Ltd, Kolkata
	2	M/s Mahavir Transmission Limited, Noida
	3	M/s Gupta Power Infrastructure Limited, Bhubaneswar
	4	M/s Galaxy Transmissions Pvt. Limited, Sangli
Conductor (ACSR - Moose, Zebra, Panther & AAAC- Moose, Zebra, Panther)	1	M/s Dynamic Cables Private Ltd, Jaipur
	2	M/s Cabcon India Limited, Kolkata
	3	M/s Anvil Cables Pvt. Ltd., Kolkatta
ACSR (Moose, Zebra and Panther	1	M/s Nirmal Wires Pvt. Ltd, Kolkata
Conductor (ACSR –Moose & Zebra)	1	M/s Transrail Lighting Limited, Silvassa
GI Earthwire		
GI Earthwire (7/3.15 mm & 7/3.66 mm)	1	M/s Nirmal Wires Pvt. Ltd, Kolkata
	2	M/s Cabcon India Limited, Kolkata
OPGW Cable with Hardware Accessories		
OPGW Cable Hardware fittings , splice Enclosure (Joint Box) 24F/48F/96F, FODP, 48F/96F	1	M/s Krsna Transmission Hardware Mfg. Pvt. Ltd, Vadodara
	2	M/s IAC Electricals Pvt. Ltd., Howrah
	3	M/s Legion Energy Products Pvt. Ltd., Bengaluru
OPGW Hardware Accessories	1	M/s Aumni Transmission Industry Pvt. Ltd, Vadodra,
INSULATORS		
Porcelain Long rod Insulators & Solid core Post Insulators	1	M/s Modern Insulators Limited, Rajasthan
Composite Polymer Insulator & Composite Polymer Bus Post	2	M/s Deccan Enterprises Ltd, Hyderabad

Insulator up to 400 KV		
Porcelain Disc Insulator (160KN, 120KN, 90KN), Antifog & Normal TYPE	1	M/s Imperial Ceramics Pvt. Ltd., Bikaner
	2	M/s Bikaner Ceramics Private Limited, Bikaner
	3	M/s Allied Ceramics Pvt. Ltd, Kolkata
	4	M/s Grasim Industries Limited, , West Bengal
Porcelain Disc Insulator / Porcelain Bus Post Insulator	1	M/s Insulators& Electricals Company, New Delhi
Composite polymer Insulator (up to 400 KV-160 KN)”	1	M/s Shree Radhe Industries, Vadodara
Composite Polymer Insulator (up to 220KV-120KN)”	1	M/s Yamuna Power & Infrastructure Limited, Jagadhri, Haryana
Solid Core post Insulator	1	M/s CJI Porcelain Pvt. Ltd., UP
33kV 6KN Solid Core PI, 145kV 6 KN for Bus PI & 145kV 8 KN Insulator, 245kV 8 KN Solid Core PI, 420kV 8 KN Solid Core PI	1	M/s Saravana Global Energy Ltd., Tamilnadu
ISOLATORS		
ISOLATOR up to 400KV	1	M/s.Switchgears & Structurals (India) Pvt. Ltd, Hyderabad
ISOLATOR up to 220KV	1	M/s.Switchgears Manufacturing Company Pvt Ltd, Hyderabad
	2	M/s JDE SwitchgearPvt. Ltd., Howrah
	3	M/s Elektrolites (Power) Pvt. Ltd., Jaipur
Battery Charger		
220 V Battery Charger for VRLA & Plante Type	1	M/s Voltech Manufacturing Company Ltd, Chennai
EHV Grade XLPE Cable (both Al & Cu)		
EHV Grade XLPE Cable (both Al & Cu) up to 220KV	1	M/s Universal Cables Ltd., Kolkata
	2	M/s KEC International Limited, Kolkatta
EHV Grade XLPE Cable (both Al & Cu) up to 132KV	1	M/s Finolex J-Power Systems Pvt. Ltd, Pune
EHV Grade XLPE Cable (Both Al & Cu) up to 33 KV	1	M/s Dynamic Cables Private Ltd, Jaipur
	2	M/s Havells India Ltd, Bhubaneswar
	3	M/s Gemcab Industries ltd, New delhi

Cable End termination Kit for 220kV/132kV/33kV		
Cable end termination Kit up to 33 KV	1	M/s Yamuna Cable Accessories Pvt. Limited, Haryana
Station Transformer		
Station Transformer (33/0.433 KV) up to 500 KVA	1	M/s Orissa Transformers Pvt. Ltd., Bhubaneswar
Station Transformer (33/0.433 KV) up to 1000 KVA	1	M/s Voltech Manufacturing Company Ltd, Kanchipuram
CONTROL, PROTECTION & SAS SYSTEM		
Control, Protection & SAS System Upto 400kV	1	M/s Hitachi Energy India Ltd., Bengaluru
	2	M/s. Siemens Limited, Kolkata
Conventional Control & Relay Panel, Event Logger, Disturbance Recorder (up to 220 KV)	1	M/s Voltech Manufacturing Company Ltd., Bengaluru
Conventional Control & Relay Panel, Event Logger, Disturbance Recorder (up to 33 KV)	1	M/s. Stelmec Limited, Mumbai
	2	M/s CG Power and Industrial Solutions Ltd, Nasik
Conventional Control & Relay Panel up to 220kV	1	M/s Schneider Electric Infrastructure Ltd, Bhubaneswar
NUMERICAL RELAYS, IEC-61850 & AUXILIARY RELAYS		
NUMERICAL RELAYS, IEC-61850 & AUXILIARY RELAYS up to 33 KV	1	M/s CG Power and Industrial Solutions Ltd, Nasik
GIS Equipment for Indoor sub station		
GIS Equipment for Indoor GIS Sub Station up to 400 KV	1	M/s. Siemens Limited, Kolkata
GIS Equipment for Indoor GIS (400kV, 220kV & 132kV)	2	M/s. Hitachi Energy India Ltd., Bengaluru
GIS Equipment for Indoor GIS (33kV)	3	M/s CG Power and Industrial Solutions Ltd, Nasik

ACDB /DCDB / BMK / CONSOLE BOX		
ACDB /DCDB / BMK / CONSOLE BOX	1	M/s United Engineers Pvt Ltd, Bhubaneswar
	2	M/s. Bose Engineering (India) Pvt. Ltd, Kolkata
	3	M/s S R Automation Pvt. Ltd, Kolkata
	4	M/s AIM Engineering Industries, Kolkata
	5	M/s Control Devices, Kolkata-
	6	M/s. S.K .Engineers India Pvt. Limited, Bhubaneswar
	7	M/s Technocrat Enterprises, Cuttack
	8	M/s Nitya Electrocontrols Pvt Ltd, Noida
LT XLPE Cable of 1100 V		
LT XLPE Cable of 1100 V	1	M/s Vishal Cables Pvt. Ltd, Mumbai-
	2	M/s Zenium Cables Ltd, Mumbai-
	3	M/s Havells India Ltd, Bhubaneswar
	4	M/s Prime Cable Industries Pvt Ltd, Delhi
	5	M/s Alpha Communication Ltd, Delhi
	6	M/s Gupta Power Infrastructure Limited, Bhubaneswar
	7	M/s. Gloster Cables Ltd, Secunderabad
	8	M/s Universal cables Ltd, Kolkata
	9	M/s Cabcon India Limited, Kolkata
	10	M/s Dynamic Cables Private Ltd, Jaipur,
PVC INSULATED POWER & CONTROL CABLES (with Type-C Insulation)		
PVC INSULATED POWER & CONTROL CABLES (with Type-C Insulation)	1	M/s Dynamic Cables Private Ltd, Jaipur,
	2	M/s Prime Cable Industries Delhi
	3	M/s Universal cables Ltd, Kolkata
	4	M/s Zenium Cables Ltd, Mumbai
	5	M/s Vishal Cables Pvt. Ltd, Mumbai
	6	M/s Cabcon India Limited, Kolkata
	7	M/s. Gloster Cables Ltd, Secunderabad
	8	M/s Alpha Communication Ltd, Delhi
	9	M/s Gupta Power Infrastructure Limited, Bhubaneswar
	10	M/s Gemcab Industries ltd, New delhi
Digital Tele-protection Coupler		
Digital Tele-protection Coupler	1	M/s M/s Hitachi Energy India Ltd, Bengaluru
	2	M/s. Siemens Limited, Kolkata
Fibre Optic Terminal Equipment/GPRS (SDH Equipment(STM-4/STM- 16/STM-64) & GPRS Modem	1	M/s Commtel Networks Pvt Ltd , Navi Mumbai

RTU		
RTU Conforming to IEC Protocols in Use in OPTCL system	1	M/s Hitachi Energy India ltd., Bengaluru
	2	M/s. Siemens Limited, Kolkata

NB:-

1. Presently all the Vendors enlisted for “TOWER & STRUCTURES FOR LINE AND SUBSTATION AND FOUNDATION BOLT” were Cancelled as per recommendation of 115th BoD held on 20.10.2020. However the EPC contractors may be insisted to place order for supply of structural materials from approved rate contract holder of OPTCL.
2. Brand names of lighting fixtures and Steel are to be decided by E&QC Department and the same shall be mentioned in the Tender documents.
3. All the provisionally approved vendors to submit their Drawings & Type test report in D3 portal for scrutiny and approval by E&Q Department, OPTCL.
4. Vendor who have valid Type test reports of material/equipment as per GTP & TS and are found Techno-commercially responsive for opening of the price bid in CPC procurement through open e-Tenders on or after 01.05.2023 can be considered as approved vendor for EPC Projects, subject to submission of vendor registration fee (Non-refundable) of Rs 40,000/-+ GST@18%=Rs 47,200/- for one item in shape of DD drawn in favour of “D.D.O, Head Quarters, OPTCL”, payable at Bhubaneswar.
5. EPC Contractors who are also OEM/manufacturer may supply the said equipment/material for the said project, subject to approval of GTP, Drawings as per TS and have valid Type Test reports of material /equipment as per GTP & TS. Vendor approval may not be needed for the said project. But if they are willing to be in approved vendor list of OPTCL for the projects, they have to apply for vendor registration fee (Non-refundable) of Rs 40,000/-+ GST@18%=Rs 47,200/- for one item in shape of DD drawn in favour of “D.D.O, Head Quarters, OPTCL”, payable at Bhubaneswar.

Note:

Instruction to the Contractors:

- They must verify the validity of the vendor registration with OPTCL before placing order on to the vendors as listed above.
- *Further, erection portion of the contract shall not be subcontracted without the prior approval of the Employer. However, such approval shall not be necessary for engaging labour.*

11. Scope of works & supply by employer: Appendix-6

SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of **GCC 6, 16, 17 and 20** as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to **GCC Sub-Clause 14.2**.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel Charge to Contractor – None

.....NIL.....

Facilities Charge to Contractor - None except as noted

Electricity and Water Charge to Contractor - as noted

The Contractor shall be entitled to use for the purposes of the facilities such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

Works Charge to Contractor - None

.....NIL.....

Supplies Charge to Contractor – None

12. List of documents for approval/review: Appendix-7

LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

Pursuant to GCC Sub-Clause 16.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager/Engineer in accordance with the requirements of GCC Sub- Clause 14.2 (Program of Performance), the following documents for:

A. Approval

- 1.
- 2.
- 3.

B. Review

- 1.
- 2.
- 3.

Note:

Bidder shall furnish the exhaustive list, which shall be discussed and finalised for incorporation into the Contract Agreement.

13. Functional Guarantee: Appendix-8

FUNCTIONAL GUARANTEES

The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification for various equipment or indicated in Data requirement.

****End of Appendix-8****

14. PERFORMANCE SECURITY BG FORM

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

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) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ 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 .

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. 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, the Bank also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court (Bhubaneswar/Cuttack) 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 thereunder 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 OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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 any 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 the 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 and/or 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.

“Notwithstanding anything contained herein”

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

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

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

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 of Bhubaneswar Branch of the Issuing Bank:.....
11. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

**The Bank Guarantee shall be accepted after getting SFMS advice as per details below.
Format for SFMS details (The Unique Identifier for field 7037 is “OPTCL541405793”)**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Optional	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> , (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Optional	
9	Name of applicant and its details	Optional	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. Contractor shall furnish single CPBG for the contract (Supply, Erection, Installation & Commissioning and Associated Civil Works).
2. Strikeout the portion which are not required.
3. In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.
4. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
5. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
6. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.
“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

15. **PERFORMANCE SECURITY BG FORM**

(TO BE SUBMITTED BY THE CONTRACTOR OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH CLAUSE GCC 9.3.1.1)

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

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) No..... Dated..... for the purpose of work under Package No..... (herein after called “the Agreement”) to M/s/Shri , Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas OPTCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to OPTCL a Contract Performance Bank Guarantee (CPBG) of the value of 10% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No. _____ dated _____ 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 .

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. 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, the _____ Bank also undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court (Bhubaneswar/Cuttack) 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 thereunder 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 OPTCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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 any 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 the 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 and/or 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 invokable 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.------(Rupees in words----
-----) only.

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

c) We or our Branch at Bhubaneswar <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061).

Dated, the _____ Day of _____
For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

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 of Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

**The Bank Guarantee shall be accepted after getting SFMS advice as per details below.
Format for SFMS details (The Unique Identifier for field 7037 is “OPTCL541405793”)**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> , (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. ***Contractor shall furnish single CPBG for the contract (Supply, Erection, Installation & Commissioning and Associated Civil Works).***
2. ***Strikeout the portion which are not required.***
3. ***In case a Contractor is a Joint Venture/Consortium, The CPBG shall be submitted by the Lead Partner mentioning the Name & Address of the Lead Partner & Other Partner.***
4. ***For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.***
5. ***The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.***
6. ***At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.***
“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

16. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Ref No:-

Bank Guarantee No.

Date:

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of by us the..... Bank at , P.O..... , Dist....., State..... and Pin 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) No..... Dated..... (herein after called “the Contract Agreement”) for supply, erection, installation and commissioning and associated civil works of Sub-stations and lines.[.....(Give details of the Work)]

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 (herein after 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 inception cost 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 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 OPTCL on the Bank shall be conclusive and binding notwithstanding any difference between OPTCL and the Contractor or any dispute pending before any Court (Bhubaneswar/Cuttack). We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till OPTCL discharges this guarantee.

4. This guarantee shall remain in full force from the date upon which the said advance payment is received by the contractor. 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 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 OPTCL may have in relation to the Contractor” liabilities.

6. 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 ----- Branch of Bhubaneswar in the State of Odisha.

“ Notwithstanding anything contained herein”

- a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.
b) This Bank guarantee shall be valid up to -----.
c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (**ICICI Bank Bhubaneswar**, IFSC Code ICIC0000061).

For _____
(Indicate the name of the Bank)

Dated this Day of20..... at

Signature.....

Full Name.....

Designation.....

Power Of Attorney No.....

Dated.....

Seal of Bank.....

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. Package No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code of Bhubaneswar Branch of the Issuing Bank:.....
9. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details (The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	

4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> , (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No.758 except that article 15(a) is hereby excluded."
4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

17. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)Dear

Ladies and/or Gentlemen,

Pursuant to **GCC 20** (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the *(insert brief description of the Facilities)* we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof
.....
2. Date of Completion:
3. Date of Commissioning: -----

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager/Engineer)

**18. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR
FOR THE EQUIPMENT HANDED OVER IN ONE LOT**

FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE
EQUIPMENT HANDED OVER IN ONE LOT BY(abbreviated name of the Employer) FOR
PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20by 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") forin terms of which the Contractor is to supply the Materials/Equipment at work site of OPTCL, in consideration of payment received against such Materials/Equipment from OPTCL and also for Owners Supplied Materials (OSM).

AND WHEREAS Such Materials/Equipment are required to be delivered , erected and commissioned by the contractor at contractor's site for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of 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.....) delivered by the Contractor and remaining in their custody for the purpose of execution 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 payment against the Materials/Equipment as supplied by the Contractor and it is expressly understood by the Contractor that in consideration of the fact that materials/equipment is in their custody for execution of the contract, the said Materials/Equipment 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 OPTCL 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 authorized 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 / Authorized / 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 himself 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.

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

Description	Particulars of the Equipment handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
			RR/GR No. date of lading	Carrier		
Materials/Equipment to be supplied under the Contract						
OSM Materials/Equipment handed over under the Contract						

For and on behalf of

M/s.....

WITNESS:1

1. Signature
2. Name
3. Address

Signature.

Name

Designation

WITNESS:2

Authorised representative \$

1. Signature
2. Name
3. Address

(Common Seal)

(In case of

Company)

\$ Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

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

**19. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR
FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS**

FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR
FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS BY
(*abbreviated name of the Employer*) FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20. by a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at(hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of(*insert name of the Employer*)....., a company incorporated under the Companies Act, 1956 having its Registered Office at(*insert registered address of the Employer*)..... and its project at (hereinafter called "*abbreviated name of the Employer*")....." which expression shall include its successors and assigns):

WHEREAS(*abbreviated name of the Employer*) has awarded to the Contractor a Contract forvide its Notification of Award/Contract No.datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which(*abbreviated name of the Employer*)..... is required to handover various Equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No. of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of(*abbreviated name of the Employer*)..... for the Equipment handed over to it by(*abbreviated name of the Employer*)..... for the purpose of performance of the contract/Erection portion of the Contract (hereinafter called the "Equipment".)

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words) to be handed over to the Contractor in installments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep (*abbreviated name of the Employer*)..... indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial installment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of the Equipment as required by (*abbreviated name of the Employer*) in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the said Equipments duly endorsed by(*abbreviated name of the Employer*) in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of(*abbreviated name of the Employer*).....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at(*abbreviated name of the*

Employer)..... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(*abbreviated name of the Employer*)..... The Contractor undertakes to keep(*abbreviated name of the Employer*) harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised 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(*abbreviated name of the Employer*)..... is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further, (*abbreviated name of the Employer*) shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(*abbreviated name of the Employer*) to return the equipment without any demur or reservation.
5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to(*abbreviated name of the Employer*)..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(*abbreviated name of the Employer*)..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of(*abbreviated name of the Employer*)....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No. 1

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

WITNESS

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

1. Signature.....

Name.....

Address.....

Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....

Authorised representative

(Common Seal)

(In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

20. FORM OF AUTHORISATION LETTER

FORM OF AUTHORISATION LETTER TO TAKE PHYSICAL DELIVERY OF MATERIALS/EQUIPMENT

Ref. No:

Date :

To M/s.....

.....

.....

REF.: Contract No. dated for awarded
by(insert name of the Employer).....

Dear Sir,

Kindly refer to Contract No. datedfor
..... You are hereby authorised on behalf of (Name of Employer).....
a company incorporated under the laws of Companies Act 1956 and having its Registered Office at
.....(registered address of the Employer) and its Project at to take
physical delivery of materials/equipments covered under Despatch document/Consignment Note No.
.....* dated and as detailed in
the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other
purpose, whatsoever.

(Signature of Project Authority)**

Designation.....

Date.....

Encl: As Above.

** To be signed not below the rank of D.G.M.

* Mention LR/RR No.

Schedule of Material/Equipment covered under Despatch Title Document (RR No./LR No.
.....)

Sl. No.	Contract Name	LOA No./ CA No	Description of Materials/ Equipment	Spec.No.	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation)

(Date)

**21. FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS
RECEIVED**

We M/s.(*insert name of the Contractor*) having our Principal place of business at having been awarded a Contract No. dated for (*insert Package name along with name of the Project*)..... by(*insert name of the Employer*)

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of(*insert name of the Employer*) The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s
(*Contractor's Name*)

Dated :

(AUTHORISED SIGNATORY)

Place :

SEAL OF COMPANY

22. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for....., issued to you on behalf of M/s.(insert name of the Contractor)..... in respect of Contract No. dated for (insert name of the Package alongwith the Project name)..... (hereinafter called original Bank Guarantee).

At the request of M/s..... (insert name of the Contractor), We..... (insert name & address of the issuing bank), a Bank organized under the laws ofand having its Registered/Head Office at(insert address of registered office of the bank) do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding. Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

“ Notwithstanding anything contained herein”

- a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.
- b) This Bank guarantee shall be valid up to -----.
- c) We or our Branch at **Bhubaneswar** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at----- Branch of Bhubaneswar a written claim or demand on or before, The Bank Guarantee extension is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (ICICI Bank Bhubaneswar, IFSC Code ICIC0000061). Dated this Day of20..... at

For and on behalf of the Bank
[Signature of the authorised signatory(ies)]
Signature _____
Name _____
Designation _____
POA Number _____
Contact Number(s): Tel. _____ Mobile _____
Fax Number _____
email _____
Common Seal of the Bank _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____ Mobile _____

email _____

The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

Format for SFMS details (The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC00000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

23. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE, M/s..... a company incorporated under the laws of and having its registered office at..... (Hereinafter called the "**Partner No. 1**" which expression shall include its successors executors and permitted assigns) and M/sa company incorporated under the laws of and having its registered office at (hereinafter called the "**Partner No. 2**" which expression shall include its successors, executors and permitted assigns) have formed a Joint Venture (hereinafter called the 'Joint Venture') acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package the bids for which have been invited by (insert name of the Purchaser alongwith address) (hereinafter called the 'Purchaser') to undertake the following acts :

- i) To sign and submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Joint Venture".
- ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Partner In-Charge,

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(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 ----- (insert the details of package) in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

The Common Seal of the above Partners of the Joint Venture:

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

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value (minimum Rs. 100/-) shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

24. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

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

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

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

AND WHEREAS **Clause 9.3, Section-ITB** and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in **Annexure-A to BDS** forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under **Clause 9.3 (c) of ITB** and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of **Clause 9.3, Section-ITB** and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Ventures shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the

party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I *(to be suitably appended by the Parties along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

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

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

For Party No.-2
For and on behalf of
M/s.....

(Signature of the authorized
representative)

WITNESS :

I -----

II -----

Note:

1. For the purpose of executing the Joint Deed of Undertaking, non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

**25. FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT / FACILITIES**

(PROFORMA FOR BANK BALANCE, FIXED DEPOSITS AND AVAILABILITY OF CREDIT FACILITIES)

FIN-2 FORM

BANK CERTIFICATE

This is to certify that M/s. (Full Name & Address), who are submitting their bid to OPTCL against their Tender Specification vide Ref. No.....& Dateis our Customer for the past..... Years.

Their financial transactions with our Bank have been satisfactory. Their Current A/c Balance & Fixed Deposit Balance as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF ACCOUNT (CURRENT/FD/RD/ANY OTHER)	ACCOUNT NUMBER	BALANCE as on Dt..... (Rs. in Cr)

They enjoy the following fund based and non-fund based limits (Cash Credit, Bank Guarantees, L/C and other credit facilities) with us against which the extent of utilization as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILISATION AS ON DATE	AVAILABLE AS ON DATE (Rs. in Cr)

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.

26. FORM OF OPERATIONAL ACCEPTANCE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)Dear

Ladies and/or Gentlemen,

Pursuant to **GCC 20** (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the *(insert brief description of the Facilities)* we hereby notify you that the System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below :

1. Description of the Facilities or part thereof
.....2.

Date of Operational Acceptance:.....

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defect warranty.

Very truly yours,

Title
(Project Manager/Engineer)

27. FORM OF SAFETY PLAN: 18

FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN THIRTY DAYS OF AWARD OF CONTRACT

[TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE]

SAFETY PLAN

THIS SAFETY PLAN is made this day of 20..... by a Company registered under the Companies Act, 1956 or 2013, as the case may be/Partnership firm/proprietary concern having its Registered Office at[to be modified suitably for JV Contractor] (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval of(insert name of the Employer), a company incorporated under the Companies Act, 1956 having its Registered Office at(insert registered address of the Employer) for its Contract for(insert package name, project name along with Specification number of the Contract).....

WHEREAS(abbreviated name of the Employer) has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No..... datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' along with certain documents to the Engineer In-Charge/Project Manager of the Employer within Thirty (30) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.
2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently through out the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the same shall be finalized in association with OPTCL Engineer In-charge/Project Manager from time to time as required.
3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at **Annexure – 1A (SP)** for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager, the approved copies shall be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) / stewards etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure – 1B (SP)** for approval of Engineer In-charge/Project Manager of the Employer.

4. THAT the Contractor shall ensure while executing works the work force is provided with training by the

construction Agencies as per applicable Laws in this regard. In addition at least 10 day's Induction training shall be provided by the Agency to the erection/stringing/commissioning staff/gang with maintenance of documentation. Such training shall not be necessary in case the work force has previously undergone training under the same or other Construction agency working in OPTCL for similar work. For the above purpose, Recognition of Prior Learning (RPL) shall also be acceptable as per the Government directives. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperienced workers / unskilled workers should not be deployed for skilled job. The Agency shall issue an induction training records to OPTCL site in-charge.

5. THAT the Contractor's Safety Supervisor or Safety Steward is dedicatedly available fulltime at every construction site and shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to OPTCL site In-charge for his review and record.
6. THAT the Contractor shall ensure that the Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. The Safety Steward/Supervisor from Contractor's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are being followed.
7. The Contractor shall prepare a detailed list of all Tool & Plants (T&P) including lifting machines, lifting tools/ lifting tackles/ lifting gears and all types of ropes and slings etc. to be deployed as per work requirement, including or better than that the requirements as specified in the Technical Specifications and submit the same to OPTCL Engineer- in-charge / Project Manager for acceptance /approval.
8. THAT the Contractor shall maintain in healthy and working condition all kind of Equipment's / Machineries / Lifting tools and tackles / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule, Factories Act 1948, Indian Electricity Act 2003, CEA regulation & Odisha Electricity Regulation in this regard before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and shall be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorized by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools and Tackles etc. All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure – 2 (SP)** for review and approval of Engineer In-charge/Project Manager of OPTCL.

9. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of OPTCL. The Contractor's

Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site (**As per Annexure- 3(SP)**).

Proper control by Contractor shall be exercised such that before work commencement all workers are issued with required PPEs at site, use of safety shoes by workers working on ground, canvas shoes by workers working at height, rubber gum boots during rains/concreting/marshy land works, Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminum alloy etc. and having features of automatic locking arrangement of snap hook by all workers working at height for more than three meters and also horizontal life line for horizontal movement on tower are arranged. No half body harness shall be used at site. Use of Retractable type fall-arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., use of mobile fall arrestor for ascending/descending from tower by all workers should be ensured. Use of cotton / leather hand gloves as per requirement and induction safety helmets, line testers, electrical resistance hand gloves while operating electrical installations / switches. Face shield for protecting eyes while doing welding works and dust masks as per work requirement shall be ensured. Reflective jackets to be used by all workmen at site and differently coloured such jackets by the persons working at height. Requisite Safety net shall be used for reducing the risk of injury / damage.

The Contractor shall have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and suitable penalty shall be imposed by the Contractor as a deterrent on the associated defaulting persons. OPTCL may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure – 3 (SP)** for review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from OPTCL Engineer In-charge. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by OPTCL Engineer In-charge on routine basis.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager of Employer.

10. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are – 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensure to maintain them in healthy condition.

THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead conforming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at **Annexure – 4 (SP)** for review and acceptance of Engineer In-Charge/ Project Manager prior to project execution of work.

11. THAT the Contractor shall provide communication facilities i.e. Walky – Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.
12. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

THAT the Contractor shall deploy one full time officer exclusively as Safety Officer per contract.

THAT in addition to the Safety Officer, one Safety Supervisor will be deployed for every 25km of transmission line or part thereof and one Safety Steward shall be deployed with each gang / activity of the transmission line construction works.

THAT, in addition to the Safety Officer, for all Supply-cum-installation contracts other than transmission line construction works, Safety Steward shall be deployed with each gang/ activity.

The Safety Officer shall be qualified and experienced as per BOCW ACT (Engineering graduate with two years' experience and Diploma in Industrial Safety or alternatively a Bachelor of Science/ diploma in Engineering with 5 years' experience and Diploma in Industrial Safety) and will ensure compliance of safety requirement to satisfaction of Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. Such Safety Officers shall be assisted by suitable and adequate Safety Supervisors and Safety Stewards. The Safety Officer will report directly to his head of organization and not the Project Manager of Contractor. He shall also not be assigned any other work except the work of safety. The curriculum vitae of such person shall be got cleared from OPTCL Project Manager / Construction staff.

The Safety Supervisor shall be Bachelor of Science/diploma in Engineering with 2 years' relevant experience in safety.

The qualification of Safety Steward shall be ITI or equivalent with 2 years relevant experience in safety.

The Safety Officer shall ensure that all works being executed are as per approved safe work procedure and best industry practices. Inter-alia at least the following roles / responsibilities shall be discharged by the Safety Officer of the Agency:

- Ensure availability of Site Safety Steward/ Safety Supervisor before any commencement of work and that they shall leave site only after work completion. No work shall be started unless safety steward/ supervisor are available at site. Availability of healthy PPE's, First-aid and T&P shall be ensured by the Safety Officer.
- Ensure presence of full time Safety Supervisor / Safety Steward during tower erection /stringing and that they shall not leave the site before completion of daily work. In absence of Safety Supervisor / Safety Steward, the work shall not be undertaken.
- Ensure conduction of regular pep-talk at site before start of work, site audit/ inspection, Mock drills, First-aid training, Induction training to the new workers, safety awareness program and any on-site/on-job training as per works requirements. Issue of height passes to such skilled fitters and different cards to other fitters for proper identification during site work.
- Arrange for medical check-up of all workers maintenance of health and hygiene of all workers/gangs and site welfare activities
- Conduct period safety audit & inspections for all sites and arrange compliances.
- Ensure conditioning monitoring of PPEs and T&Ps with unique serial number marking for traceability, proof load testing before deployments, maintaining such records and submission to site-in-charge of Employer.
- Arrange for regular site inspection of PPE's and T&P's to be got done through OPTCL site supervisor also. No tower erection / stringing work shall be started without presence of OPTCL site supervisor
- Ensure availability of emergency action plan in case of any disaster event which shall include injury, electrocution, snake-bite, heat stroke, fire, storm, etc. and barricading and safety displays at sites.
- Reporting of Monthly safety activities to Site in-charge of Employer which shall include all incidents, near-miss events etc. Maintenance of all safety records.

The Safety Supervisor shall ensure that all works being executed are as per approved safe work procedure are circulated to all gang leaders and control measures are taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Supervisor:

- Check availability of safe working procedures with the gangs at site
- Ensure that pep-talk is given before start of work every day, get the records and communicate.
- Ensure Prior Safety training to all workers.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Check height workers having valid height pass and medical fitness of all workers and that no worker is allowed to work without valid medical fitness and height pass
- Ensure height working fitters use the safety belt and proper anchoring of safety belthooks during working and movements.
- Ensure full time presence of Safety Steward with each gang / location / activity till work completion.
- Ensure that tower erection / stringing work is not started without presence of OPTCL site supervisor.
- Inspection of PPE's and T&P's and ensure its healthiness, provide safety inspection sticker after verifying the third party certificates at site.
- Monitor safety audit/inspections points and arrange for the compliances.
- Report daily safety activities and other related safety issues to site safety officer /engineer.

The Safety Steward should monitor that all works being executed are as per approved safe work procedure and control measures taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Steward:

- Ensure approved safe work procedure available at site at all time in language understood by majority of workers. Ensure that all workers clearly understand the approved work procedure, all the hazards are identified, control measures are taken as per risk assessment with the approved work procedure.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Conduct pep-talk before start of work every day and record it.
- Check height workers having valid height pass and medical fitness of all workers and ensure that no worker is allowed to work without valid medical fitness and height pass.
- Ensure that safety training is imparted to all workers.
- Inspection of PPE's, T&P's and ensure its healthiness, that valid inspection stickers are available at site and shall ensure the marking on PPEs and T&P with unique number.
- Monitor that height workers are using the safety belt and ensure anchoring safety belthook.
- Ensure that no worker is working under suspended load or height work activity.
- Shall have the authority to stop the work, when work is being executed in unsafe manner.
- Ensure that welfare and first-aid facilities are available at site.
- Ensure compliances of all safety audit and inspection points.
- Report daily safety activities and other related safety issues immediately to the Safety Officer / Safety Supervisor.

The name and details of Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted. The list is enclosed at **Annexure – 5A (SP).**

THAT the Contractor shall submit a list including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques. The list is enclosed at **Annexure – 5B (SP)**.

13. The Project Manager 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. Further, the Project Manager shall have the right at his sole discretion to stop the work till the Safety Officer(s)/Safety Supervisor(s)/Safety Steward(s) is deployed by the Contractor. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager of Employer in this respect shall be conclusive and binding on the Contractor.
14. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / OPTCL Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an unsafe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/- per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work shall remain suspended and no activity shall take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.
15. THAT, in case of an accident at Site, the Contractor shall be liable to pay a compensation to the Employer for further disbursement to the deceased family/ Injured persons as per GCC Clause GCC 18.3.3.24. The permanent disability has the same meaning as indicated in Employees' Compensation Act. The above stipulations are in addition to all other compensation payable to sufferer as per Employees' compensation Act / Rules

Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated at GCC Sub-Clause 18.3.3.25 which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.

THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Employees' Compensation Act / other statutory requirement/ provisions of the Bidding Documents.
16. THAT the Contractor shall submit Near-Miss-Accident report along with action plan for avoidance such incidence /accidents to Engineer – In-charge/ Project Manager of the Employer. Contractor shall also submit Monthly Safety Activities report and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.
17. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at **Annexure – 6 (SP)** and ensure that the safety Policy and safety documents are implemented in healthy spirit.
18. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building

& Other Construction Workers Act (Regulation of Employment and Conditions of Services Act and State Rule / OPTCL Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and additional at camp and ensures that trained persons in First Aid Techniques with each gang before taking up the execution of work.

19. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure – 7 (SP)** for approval of the Engineer In-Charge/ Project Manager of the Employer before start of project.
20. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub-contractor workers on regular basis.

The Contractor will submit copy of the module of training program, enclosed at **Annexure – 9 (SP)**, to Engineer In-charge/Project Manager of the Employer for its acceptance and approval and records maintained.

21. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure – 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report shall be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer of contractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed. Contractor has to ensure that each gang be audited for safety at least once in two months. The Employer's site officials shall also conduct safety audit from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards and shall have right to stop the unsafe work from being done.
22. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.
23. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp with required hygiene and sanitation.
24. THAT the Contractor shall do health checkup of all workers from competent agencies as per statutory requirements and reports will be submitted to Engineer In-Charge of the Employer along with the monthly reports.
25. THAT the Contractor shall submit information along with documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure – 10A (SP)**. In case of work being carried out through sub-contractors the sub – contractor's workmen / employees shall also be considered as the contractor's employees / workmen

The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure – 10B (SP)**.

26. THAT a check-list in respect of aforesaid enclosures along with the Contractor's remarks, wherever required, is attached as **Annexure – Check List** herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'. Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' along with all requisite documents and approval of the same by the Engineer In-Charge/Project Manager of the Employer.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s.....

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

Note:

All the annexure referred to in this "Safety Plan" are required to be enclosed by the contractor as per the attached "Check List"

1. Safety Plan is 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 such contract documents etc. and such documents should be attached to this Safety Plan.
2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ shall be the nodal Officers for communication.
3. OPTCL have right to modify this agreement with effect for the future at any time in case of any statutory law change or any other reason.

CHECK LIST FOR SAFETY PLAN

Sl. No.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	Annexure – 1A (SP) Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site in language understood by workers / gang.	Yes/No	
2.	Annexure – 1B (SP) Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. No work to start in case manpower deployment is not as per approved plan.	Yes/No	
3.	Annexure – 2 (SP) List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates. Contractor shall get T&P available verified by site engineer of employer before start of project.	Yes/No	
4.	Annexure – 3 (SP) List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: <ol style="list-style-type: none"> 1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement. 2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower. 3. Rubber Gum Boot to workers working in rainy season / concreting job IS 12254. 4. Twin lanyard Full Body Safety harness with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards. 5. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 - 2 (Guided type fall arresters on a flexible anchorage line.) 6. Retractable type fall arrestor (EN360: 2002)for ascending / 	Quantities to be specified	

	<p>descending on suspensioninsulator string etc.</p> <p>7. Providing of good quality cotton hand gloves / leather hand gloves for workersengaged in handling of tower parts or as per requirement at site.</p> <p>8. Electrical Resistance hand gloves to workersfor handling electrical equipment / Electricalconnections. IS : 4770</p> <p>9. Dust masks to workers handling cement as per requirement.</p> <p>10. Face shield for welder and Grinders. IS : 1179 / IS : 2553</p> <p>11. Reflective Jackets to identify the workers IS1509</p> <p>12. Safety nets to <u>protect the man and material during fall from height IS 11057</u></p> <p>13. Induction safety helmets to warn the worker from induction /charged area and to protect from head injury.</p> <p>14. Line tester IS 50191,61230,61219</p> <p>15. Shoulder pad to protect the shoulder injury</p> <p>16. Horizontal life line to protect the worker from fall from height ISO 1140</p> <p>17. Binocular to check the workers working at heights. Other PPEs, if any, as per requirement etc.</p> <p>The typical list of PPEs per transmission line gang is enclosed herewith.</p>		
5.	<p>Annexure – 4 (SP)</p> <p>List of Earthing Equipment / Earthing deviceswith Earthing lead conforming to IECs for earthing equipments are – (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement</p>	Yes/No	
6.	<p>Annexure – 5A (SP)</p> <p>List of Qualified Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted</p>	Yes/No	
7.	<p>Annexure – 5B (SP)</p> <p>List including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques</p>	Yes/No	
8.	<p>Annexure – 6 (SP)</p> <p>Copy of Safety Policy/ Safety Document of the Contractor's company</p>	Yes/No	
9.	<p>Annexure – 7 (SP)</p> <p>'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocutation, SunStroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities</p>	Yes/No	

	under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.		
10.	Annexure – 8 (SP) Safety Audit Check Lists (Formats to be enclosed)	Yes/No	
11.	Annexure – 9 (SP) Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and subcontractor employees. Contractor to maintain documentations of all training programs.	Yes/No	
12.	Annexure – 10A (SP) Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ii)	Factories Act 1948 _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(iv)	Employee's Compensation Act and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(v)	Public Insurance Liabilities Act 1991 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(vi)	Indian Explosive Act 1948 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ix)	Indian Electricity Rule and amendments if any, from time to time. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	

(x)	The Environment (Protection) Act 1986 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xii)	National Building Code of India 2005 (NBC 2005). _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xiv)	Any other statutory requirement(s) <i>[please specify]</i> _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
13.	Annexure – 10B (SP) Details of Insurance Policies along with documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Employee's Compensation Act and Rules. _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
(iii)	Any Other Insurance Policies <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
Signature with seal			

The typical list of PPEs per transmission line gang as enclosed of Annexure 3 (SP).

Indicative list for Personal Protective Equipment's for TL Gang				
Sl#	Item	Reference standards or better	Unit	Qty/Gang
1	Safety Helmet Yellow	IS 2925	No	50
2	Safety Helmet Blue	IS 2925	No	10
3	Gumboot	IS 12254	Pair	10
4	Safety Shoes	IS 15298	Pair	60
5	Hand Gloves Cotton	IS 6994	Pair	120
6	Hand Gloves Rubber	IS 4770	Pair	100
7	11/33KV Gloves	IS: 4770	Pair	10
8	Nose Mask	IS : 9623	No	60
9	First Aid Box	BOCW ACT sec.231 & schedule III	No	4
10	FRP Ladder/Steel Ladder/Rope Ladder		No	2
11	Full Body Harness with double lanyard	(IS 3521 : 1999) and comply with EN-361 standards	No	15
12	Caution Board/Red & Green Flag	-	No	100
13	Barricading Tape	-	Bundle	10
14	Shoulder Pad	-	No	40
15	Reflective Jacket	-	No	60
16	Discharge Rod 11kV/33kV	Complies with EN 50191, EN 61230 and EN 61219	Set	10
17	Discharge Rod 220kV/400kV	Complies with EN 50191, EN 61230 and EN 61219	Set	12
18	Whistle/Mega Phone	-	Set	2
19	Walkie - Talkie	-	Pair	10
20	Horizontal Life Line System	16mm Polyamide	set	4
21	Fall Arrestor Rope	-	lot	4
22	Rope Grab Fall Arrestor	-	No	15
23	Retractable Fall Arrestor	EN 360	No	10
24	Binocular	-	No	3
25	Multi tester/Induction Tester	-	No	5
26	Induction Helmet	-	No.	10
27	Safety Net Set	IS: 5175	Lot	6

28	HV Line tester	EN 61326 & EN 61000	No.	2
29	Face shield	IS 1179	No.	2
30	ZERO POWER PLAIN GOGGLES	IS 1179	No.	30
31	Tent/ Sanitation Arrangements	-	Lot	1
Note:	This list is indicative for every gang and Contractor has to provide any additional PPEs as per statutory, site requirements and satisfaction of OPTCL Project In charge/Site In charge.			

Signature with seal

28. FORM FOR PROCUREMENT MADE FROM MSE VENDORS

FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS

Pursuant to GCC Clause No. 15.4, We hereby furnish the following information regarding the procurement made by us from Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

Sl. No.	Contract Agreement No.	Name of Contractor	Item Description as per contract Agreement	Qty	Total Value (In Rs.)	Executing Region	Items/ components /raw materials sourced from MSE vendor for production of item at column 4	Total Value of the items/components/raw materials used for item at column 4 (In Rs.)	Name of MSE Vendor	Category (only Micro or Small)	Whether MSE owned by persons belonging to SC/ST category
1	2	3	4	5	6	7	8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.
2. Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of OPTCL, shall be a condition for processing of bills by OPTCL for payment after 30th September /31st March, as the case may be.
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

Name of Contractor -----

Name of Authorised Person -----

Designation -----

Signature -----

29. FORM OF JOINT DEED OF U/T BY THE COLLABORATOR/ PARENT/ PRINCIPAL COMPANY OF SUBSIDIARY COMPANY/ JV COMPANY/ GROUP COMPANY ALONG WITH THE BIDDER/MANUFACTURER

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

THIS DEED OF UNDERTAKING executed this day of.....Two Thousand and by M/s....., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Collaborator/ Parent/Principal Company” which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder/Manufacturer” which expression shall include its successors, executors and permitted assigns) and Ms/., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder” which expression shall include its successors,executors and permitted assigns) in favour of (*insert names of the Employer*)....., a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No. for the execution of(*insert name of the package alongwith project name*).....

AND WHEREAS Clause No., Section, of, Vol.—... forming part of the Bid Documents inter-alia stipulates that the Bidder / Manufacturer alongwith its Collaborator/ Parent/Principal Company must fulfill the Qualifying Requirements for the *..... and be jointly and severally bound and responsible for the successful performance of the *..... offered in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on the collaboration/association of the Collaborator/ Parent/Principal Company with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contract”) we, the Collaborator/ Parent/Principal Company and the Bidder/Contractor/manufacturer do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*)....., for the successful performance of the *..... and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the *..... in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator/ Parent/Principal Company in particular hereby agrees to depute their technical experts from time to time to the Bidder's/ Contractor's/ Manufacturer's Works/ Employer's Project site as mutually considered necessary by the Employer, Bidder/ Contractor/ Manufacturer and the Collaborator/ Parent/Principal Company to ensure:

- (i) A valid technology transfer agreement, including license to manufacture and supply from India, between the Collaborator/ Parent/Principal Company (the technology provider) and the Bidder / Contractor covering the type, size and rating of the *sets specified, valid minimum up to the end of the defect liability period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for * in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant training to the personnel of the Bidder / Contractor.
- (ii) Proper design, engineering, manufacture, testing, supply transportation and delivery at site and supervision of unloading at site, storage, erection, testing & commissioning and successful performance, warranty of the equipment in accordance with Contract Specifications and
- (iii) If necessary, the Collaborator/ Parent/Principal Company shall advise the Manufacturer/ Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.

3.0 We further confirm that, all support back-to-back as required including requirement of spares shall be provided to the personnel of the Bidder / Contractor.

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India/State Govt. Odisha and the Courts in (Bhubaneswar & Cuttack) shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 We, the Collaborator/ Parent/Principal Company and Bidder/ Contractor/ Manufacturer agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Collaborator/ Parent/Principal Company, and the Bidder/Contractor/Manufacturer have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS	(For Collaborator/ Parent/Principal Company)
Signature	
Name	(Signature of the authorized representative)
Office Address	

Name

Common Seal of Company
.....

WITNESS

(For Bidder)

Signature

Name

(Signature of the authorized
representative)

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Manufacturer)

Signature

Name

(Signature of the authorized
representative)

Office Address

Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted along with the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country shall be submitted by the bidder within ten (10) days from the date of intimation of post-bid discussion.
4. In the event the Bidder is a Manufacturer and the Collaboration is between Collaborator and the Bidder, then the Joint deed of undertaking shall be modified accordingly.
5. *The name(s) of equipment for which Joint deed of undertaking is to be submitted is to be inserted viz., 33/132/220/420 kV GIS etc.
6. The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.

30. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY COLLABORATOR / PARENT/ PRINCIPAL COMPANY)

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc.) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

LOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on (insert date of the notification of award)....by you to M/s (Name of Contractor),

(or)

signed on(insert date of the Contract)..... between you and M/s.....(Name of Contractor),

having its Principal place of business at(Address of Contractor)and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work).....for the complete execution of the (insert name of Package along with name of the Project).....

Whereas, the Contractor has agreed to supply the@#[manufactured by M/s. (Name of Manufacturer), having its Principal place of business at(Address of Manufacturer) and Registered Office at(Registered address of Manufacturer).....(hereinafter referred to as the "Manufacturer"] in collaboration with M/s. (Name of Collaborator/Parent/Principal Company), having its Principal place of business at(Address of Collaborator/ Parent/Principal Company) and Registered Office at(Registered address of Collaborator/ Parent/Principal Company) (hereinafter referred to as the "Collaborator/ Parent/Principal Company"), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said equipment in accordance with the Contract Specifications and that the Collaborator/ Parent/Principal Company having agreed to furnish

a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (-----%) ----- percent of the cost of@..... to be supplied by the Manufacturer/Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to (-----%) ----- percent of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned,(*insert name & address of the issuing bank*), a Bank (or Company) organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)do hereby irrevocably guarantee payment to you up to.....i.e., (-----%) ----- percent of the cost of@.....to be supplied by the Manufacturer/Contractor under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (*dd/mm/yy*).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/Manufacturer/Collaborator/ Parent/Principal Company to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor/Manufacturer/Collaborator/ Parent/Principal Company to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the said equipment i.e. upto and inclusive of (*dd/mm/yy*) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Collaborator/Parent/Principal Company, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the

necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.”

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. @ Insert name of the Equipment
4. # Applicable when the Contractor is not manufacturing the equipment himself.
5. **The Bank Guarantee should be in accordance with the proforma as provided.**
6. "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."
7. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.
8. % of BG also to be inserted.

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

**The Bank Guarantee shall be accepted after getting SFMS advice as per details below.
Format for SFMS details (The Unique Identifier for field 7037 is "OPTCL541405793")**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> , (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

**31. FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/
CONTRACTOR ALONG WITH INDIAN GIS MANUFACTURER WHO HAS
BEEN ASSOCIATED FOR SOURCING OF GIS EQUIPMENT**

[OF ANNEXURE-A (BDS)]

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of..... Two Thousand
by M/s....., a Company incorporated under
having its Registered Office at hereinafter called the
“Bidder/Contractor” which expression shall include its successors, administrators, executors and permitted
assigns and M/s., registered under the Indian Companies Act of 1956
or 2013, as the case may be, and having its Registered Office at
..... hereinafter called the “Associate” which expression shall include its
successors, administrators, executors and permitted assigns, in favour of*(insert names
of the Employer)*....., a Company incorporated under the Indian Companies Act of 1956
having its registered office at*(insert registered address of the Employer)*.....
(hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No. for the execution of
(insert name of the package alongwith project name)

AND WHEREAS Clause No., Section, of, Vol.—... forming
part of the Bidding Documents inter-alia stipulates that the Bidder/Contractor can also participate provided
the Bidder meets the requirement and associates with a GIS manufacturer for sourcing of GIS equipment,
who meets the stipulated requirement of Annexure-A (BDS) and submits a Deed of Joint Undertaking
jointly executed by the Bidder/Contractor and its Associate in which the Bidder and its Associate are jointly
and severally bound and responsible for the successful performance of the GIS Portion of the Contract
specified in the bidding documents in the event the Bid submitted by the Bidder is accepted by the Employer
resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer based on above stipulation and has agreed
to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the
Employer.

AND WHEREAS the Bidder and Associate are executing an irrevocable Deed of Joint Undertaking that they
shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS
portion of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and
characteristics as per bidding documents, in the event the Bid submitted by the Bidder is accepted by the
Employer resulting in a Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1.0 In consideration of the award of Contract by the Employer to the Bidder / Contractor (hereinafter referred
to as the “Contract”) we, the Bidder/Contractor and the Associate do hereby agree and undertake that
we shall be jointly and severally responsible to the Employer for design, erection, testing and
commissioning of complete GIS portion of the Contract and perform all obligations including the
technical guarantee for the complete package..

2.0 In case of any breach of the Contract committed by the Contractor, we, the Associate do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS switchyard under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS portion of the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS portion of the Contract, we, the Associate and the Contractor jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

3.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:

- (i) The Associate will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS switchyard to the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Associate to facilitate the successful performance of switchyard with respect to GIS portion as stipulated in the Contract.

Further, the Associate shall ensure proper design, engineering, manufacture, erection, testing, commissioning and successful performance of GIS switchyard covered under the said Contract in accordance with the stipulations of the Contract specifications and if necessary the Associate shall advise the Contractor suitably modifications of design and implement necessary corrective measure to discharge the obligations under the Contract.

- (ii) In the event the Associate and the Contractor fail to demonstrate successful performance of switchyard, the Associate and the Contractor shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.

- (iii) The Contractor and Associate will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS portion of the Contract and timely delivery thereof the meet the completion schedule under the Contract.

- (iv) In case of any issue related to failure and repair of GIS equipment, the Bidder /Contractor and the Associate shall ensure the following:.

- a. The Associate's Service Engineer(s) shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.

- b. The Associate shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.

4.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India/Odisha and the Courts in (Bhubaneswar & Cuttack) shall have exclusive jurisdiction in all matters arising under the Undertaking.

5.0 We, the Associate and Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Contractor and the Associate have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

Signature

Name

Office Address

WITNESS

Signature

Name

Office Address

Note:

- 1) For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
- 2) The Undertaking shall be signed on all the pages by the authorised representative(s) of the Bidder and the Associate and should invariably be witnessed.

[For Bidder/Contractor]

(Signature of the authorized representative)

Name

Common Seal of Company

[For Associate]

(Signature of the authorized representative)

Name

Common Seal of Company

32. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE for Indian GIS Manufacturer

(TO BE SUBMITTED BY INDIAN GIS MANUFACTURER)

(OF ANNEXURE-A (BDS))

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate two official email ID's of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor)..... ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project).....

Whereas, the Contractor and M/s. (Name of GIS Manufacturer), having its Principal place of business at(Address of GIS Manufacturer)..... and Registered Office at(Registered address of GIS Manufacturer) (hereinafter referred to as the "GIS Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of GIS and that the GIS Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to two per cent (2%) of the total contract price under the Contract, in addition to Contract Performance Guarantee equivalent to **ten per cent (10%)** of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., two per cent (2%) of the total contract price under the Contract until ninety (90) days beyond the Defect Liability Period i.e., up to and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor/ GIS Manufacturer to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor/ GIS Manufacturer to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. up to and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor/ GIS Manufacturer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____/_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.

3. *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.*”

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.

4. The Bank Guarantee should be in accordance with the proforma as provided.
“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”

**The Bank Guarantee shall be accepted after getting SFMS advice as per details below.
Format for SFMS details (The Unique Identifier for field 7037 is “OPTCL541405793”)**

Sl. No	PARTICULARS	TYPE	DETAILS
1	Bank Guarantee No.	Mandatory	EMD
2	Currency & Amount	Mandatory	
3	Validity Period (from—to --)	Mandatory	
4	Effective Date/Issuing Date	Mandatory	
5	End date of lodgment of Claim	Optional	
6	Place of lodgment of claim	Mandatory	<u>Bhubaneswar</u> , (a) Branch Name----- (b) Branch code-----
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary’s Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary’s Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Optional	
14	Purpose of Guarantee	Optional	EMD
15	Reference/Description of the underlined tender/contract	Optional	NIT No

Note:

- For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the ‘Bank Guarantee’.
- The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

33. Manufacturer's Authorization Form: Attachment-8

Substation/Transmission Line Package ----- for construction of new -----

(Manufacturer's Authorization Form)

(On Manufacturer's Letterhead, see Clause 9.3(c) of the ITB)

To: [Insert: name of Employer]
Sr. General Manager, Central Procurement Cell,
Odisha Power Transmission Corporation Ltd, JANPATH, Bhubaneswar-751022
(e-mail ID: sgm.cpc@optcl.co.in)

Dear Sir,

WE [insert: name of Manufacturer] who are established and reputable manufacturers of [insert: name and/or description of the plant & equipment] having production facilities at [insert: address of factory] do hereby authorize [insert: name & address of Bidder] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB [insert: title and reference number of Invitation for Bids] including the above plant & equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other goods offered supporting the supply, installation, pre-commissioning testing and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and, [insert: name of the Bidder] have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of [insert: title of position or other appropriate designation] and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.

2. Above undertaking shall be registered or notarized so as to be legally enforceable.

3. Bidder to furnish separately for different equipment & for different manufacturer.

34. Safety pact Agreement-Attachment-18
SAFETY PACT

Between

ODISHA POWER TRANSMISSION CORPORATION LIMITED

having its Registered Office at Janpath, Bhubaneswar -751022
Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

hereinafter referred to as

“OPTCL”
and

[Insert the name of the Sole Bidder / Lead Partner of Joint Venture]
having its Registered Office at

[Insert full Address]

and

[Insert the name of the Partner(s) of Joint Venture, as applicable]
having its Registered Office at

[Insert full Address]

Hereinafter referred to as
“The Bidder/Contractor”

Preamble

OPTCL intends to award, under laid-down organisational procedures, contract(s) for

[Insert the name of the package]

Package and

Specification Number _____

[Insert Specification Number of the package]

OPTCL values full compliance with all relevant laws and regulations and the principles of Safety, Health & Environment in its relations with its Bidders/ Contractors.

In order to achieve these goals, **OPTCL** and the above-named Bidder / Contractor enter into this agreement called **“Safety Pact”** which will form part of the Bid.

It is hereby agreed by and between the parties as under:

Section I – Commitments of OPTCL:

OPTCL commits itself to take all measures necessary to prevent accidents during Construction and Operation of the Transmission Assets and to observe the following:

1. OPTCL recognizes and accepts its statutory responsibilities for ensuring construction, operation and maintenance of equipment and for the provision of safe methods of work and safe working conditions.

2. OPTCL recognizes and accepts its statutory responsibilities for ensuring safety of not only its employees but also that of the Contracting Agencies as Principal Employer.
3. OPTCL shall review the accidents in a structured manner and take necessary actions to ensure that the safety criteria are strengthened for safe construction as well as Operation & Maintenance of the Transmission Assets.
4. OPTCL shall conduct necessary awareness and training programmes to its Employees to augment the various safety requirements to be followed during Construction and Operation & Maintenance of the Transmission Assets from time to time.
5. OPTCL shall, from time to time, issue necessary guidelines, instructions and deterrents to its employees as well as to the Contracting Agencies, to update them to take necessary preventive measures to avoid repetition of similar accident attributes.
6. OPTCL shall review and provide necessary guidance to the Contracting Agencies, as and when, any abnormality / special situations are brought to its notice by the Contracting Agencies during execution of the Transmission Projects being executed by them.
7. OPTCL shall conduct periodical surveillance site inspections / audits to identify the unsafe conditions and unsafe actions, and bring them to the knowledge of the Contracting Agencies for taking timely corrective actions.
8. OPTCL shall investigate all accidents, fatal as well as non-fatal, to identify the lapses, the reason for the accident / incident and suggest measures for prevention of recurrence of such accidents, and fix responsibility for the lapses leading to the accident.
9. OPTCL shall augment the training to the workers and supervising personnel of the Contracting Agencies, as per schedules, upon nomination by the Contracting Agencies in reasonable time frame.
10. OPTCL shall exercise the right to claim and recover compensation from the Contracting Agencies in case of any violation of the safety requirements / provisions during execution of the Transmission Projects, as built in the applicable Laws and contractual specifications / guidelines in vogue / issued by OPTCL from time to time.

Section II – Commitments of the Bidder / Contractor:

The Bidder / Contractor commits himself to take all measures necessary to prevent / minimise accidents at their construction / erection sites and to observe the following:

1. The Bidder / Contractor recognizes and accepts the statutory and comprehensive responsibility for ensuring safe construction and Testing & Commissioning in the Transmission Projects being executed by them by providing safe methods of work, working conditions and Tools & Plants for human safety.
2. The Bidder / Contractor recognizes and accepts the responsibilities for ensuring safety of not only their employees but also that of the Sub-contractors, Principal Employer and the general public during execution of the Transmission Projects / works.

3. The Bidder / Contractor shall review the accidents in a structured manner and take necessary actions to ensure that the safety criteria are strengthened for safe construction of the Transmission Assets.
4. The Bidder / Contractor shall endeavour continuous development of safe methods of work to ensure that the effect of risks and perils are minimised to the extent possible and implement the same at their worksites.
5. The Bidder / Contractor shall conduct periodical Training to their Employees as well as to that of their Sub-contractors for safety awareness during construction works being executed by them.
6. The Bidder / Contractor shall provide all requisite Tools & Plants required for the work and ensure their healthiness by periodical inspections / testing as required. Unhealthy and sub-standard Tools & Plants will be immediately removed from site as and when they are identified.
7. The Bidder / Contractor shall, at their cost, provide all necessary Personal Protective Equipments such as Double Lanyard Safety Belts, Appropriate Fall Arrest Systems, Safety Helmets, Foot Wear, Hand Gloves, etc., as required for various activities pertaining to execution of the Projects / works, confirming to relevant Indian Standards.
8. The Bidder / Contractor shall ensure that dedicated qualified Safety Officers are posted in the construction projects being executed by them and ensure that the Safety Officer visits each and every gang periodically and conducts audits / inspections to identify the unsafe conditions and unsafe actions, to be rectified by the site supervising personnel promptly.
9. The Bidder / Contractor shall conduct appropriate medical checks-up for the workers before deploying them at their construction sites to ensure that only those who are medically fit are deployed in the Projects / works to be executed by them. The copy of the Medical Reports shall be provided by the Bidder / Contractor to OPTCL, whenever requested by OPTCL.
10. The Bidder / Contractor shall screen the workers before deploying them at their construction sites to ensure that only those with the skills, experience and competence to work at height and also medically fit for work at height are deployed for work at height in the Projects executed by them.
11. The Bidder / Contractor shall ensure daily before starting the work that their site Supervising Personnel / Safety Officer briefs the workers about the work for the day and the safety measures / precautions required to be taken by them.
12. The Bidder / Contractor shall investigate all the accidents at their working sites to ascertain the lapses leading to the incident and the precautionary / corrective measures required to be taken to avoid recurrence of such accidents. These accidents will be reviewed at the Board Management level of the Agencies and the findings / recommendations will be put up to OPTCL Apex Safety Dept. within the stipulated period.

13. The Bidder / Contractor shall ensure that all accidents, whether fatal or non-fatal in nature, will be informed to OPTCL, in writing, immediately on the occurrence of the same, and in any case, within not more than 24 hours of occurrence of the same.
14. The Bidder / Contractor shall ensure that in case of any accident, all necessary medical help / support shall be provided to the victims / injured till they are completely fit to return to work.
15. The Bidder / Contractor shall ensure that in case of fatal accidents, all statutory Authorities, including Police, concerned Labour Dept. Officials, concerned Workmen Compensation Commissioner, etc., will be intimated in writing as required by the statutory Law, and followed up for compliance of all statutory obligations. The Bidder / Contractor shall own full responsibility of timely accident reporting to various authorities, including OPTCL.
16. The Bidder / Contractor shall ensure that in case of fatality or serious injury leading to permanent disablement of the victims, the compensation amount will be deposited with the concerned authorities, as required by the Laws, and followed up for early disbursement to the beneficiaries of the victims.
17. The Bidder / Contractor assures that they shall co-operate to the fullest extent for carrying out any investigation of the accidents at their work sites by OPTCL to identify the lapses, the reason for the accident / incident and suggest measures for prevention of recurrence of such accidents. All factual details of the occurrence of the accident will be provided to OPTCL, as and when required.
18. The Bidder / Contractor assures that they take full responsibility of meeting the statutory obligations in case of accidents, and in case of any reference by any Statutory Body at a later date also, they shall provide all information to OPTCL and meet all the statutory obligations, including payment of additional compensation, if any.
19. The Bidder / Contractor assures that in case of any inspection of their work site or Notice by any Statutory Authority, they shall comply promptly and inform OPTCL Site Officials of the same, and also provide all necessary information and assistance for smooth compliance of the observations / instructions of such Authorities.
20. The Bidder / Contractor accepts the provisions regarding safety, including payment of **any sums** to OPTCL, in case of any violation of the safety requirements / provisions during execution of the Transmission Projects, as built in the Contractual Conditions, Safety Plan and the Safety Pact, and confirm to abide by the same.

Section III – Equal treatment to all Bidders / Contractors:

1. OPTCL will enter into agreements with identical conditions as this one with all Bidders.
2. OPTCL will disqualify, from the tender process, any bidder/ take punitive actions on the bidder, who does not sign this Pact or violate its provisions.

Section IV – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the successful Bidder / Contractor after closure of the contract and, for all other Bidders, after the contract has been awarded.

Section V – Other Provisions:

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of OPTCL.
2. Changes and supplements need to be made in writing, which shall come into force only upon mutual agreement / acceptance.
3. If the Contractor is a Joint Venture, this agreement must be signed by both the partners, as applicable as per the Tender Specifications.
4. Nothing in this agreement shall affect the rights of the parties available under General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
5. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)_____

(For & on behalf of OPTCL)

(Signature)_____

(For & on behalf of Bidder / Partner(s) of Joint Venture / Contractor)

(Office Seal)

(Office Seal)

Name:_____

Name:_____

Designation:_____

Designation:_____

Witness 1:_____

Witness 1:_____

(Name & Address)_____

(Name & Address)_____

Witness 2:_____

Witness 2:_____

(Name & Address)_____

(Name & Address)_____

35. Events Encountered: Attachment-26

Substation/Transmission Line Package ----- for construction of new ----- at -----

(Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1)

(In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture)

Bidder's Name and Address:

Name:

To:

Address:

Contract Services

**Sr. General Manager,
Central Procurement Cell,
Odisha Power Transmission
Corporation Ltd, JANPATH,
Bhubaneswar-751022
(e-mail ID: sgm.cpc@optcl.co.in)**

Dear Sir,

1.0 In accordance with the relevant provisions of the bidding documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows

Sr. No.	Event	Remarks to be given by the bidder
1.	Whether there was Termination of Contract(s) due to Contractor's default	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Whether there was Encashment of CPG(s) due to non-performance	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Whether there was repeated failure of major Equipment(s) while in service*	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Whether substantial portion of works (<u>more than 50% of the Contract**</u>) is sub-contracted, under an existing Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)	<input type="checkbox"/> Yes [@] <input type="checkbox"/> No

Note:

1. Information regarding events at Sl. No. 1 to 5 shall be furnished for events occurred during last one year under the contract(s) executed by you for OPTCL (Owned as well as Consultancy)
- *2. In case OPTCL has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate "Yes" against this event.
- **3. For the purpose of working out 50% of the Contract, following shall be taken into account suitably:

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder as illustrated below:

Sl. No.	Type of Package/ Contract	Main aspect of the QR	Criteria for working out 50% of the Contract
1.	Substation (AIS) Package	Construction of bays/Sub-station	50% of the total bays construction under the Contract
2.	Transmission Line Tower Package	Construction of Transmission Line	50% of the total Transmission Line construction under the Contract
3.	Substation (GIS) Package	Manufacture & Supply of GIS bays	50% of the total supply of GIS bays under the Contract
4.	UG Cable Package	Construction of Transmission Line (Under Ground cable)	50% of the total Transmission Line (Under Ground cable) construction under the Contract

The guiding principles as illustrated above shall be followed while dealing with other packages/contracts.

@ Regarding Sl. No. 6, in case of 'Yes', following information shall be submitted additionally:

Sl No.	Description	Remarks to be given by the bidder
1	Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	Yes:----- <input type="text"/> No:----- <input type="text"/>
2	Whether the process under IBC has been concluded (If yes, supporting documents be submitted)	Yes:----- <input type="text"/> No:----- <input type="text"/>

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Employer's policy.

Date :

Printed Name :

Place :

Designation :

36. DPIIT: Attachment-27

Substation/Transmission Line Package ----- for construction of new ----- at -----

Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued
by Public Procurement Division, Department of Expenditure, Ministry of Finance,
Government of India (DoE Order) in line with **ITB 2.1.1**

(In case of a Joint Venture bid, the declaration/ certification shall be given by all partners of the Joint Venture)

Bidder's Name and
Address:

Name:.....

Address:.....

.....

To:

Contract Services

Sr. General Manager,
Central Procurement Cell,
Odisha Power Transmission
Corporation Ltd, JANPATH,
Bhubaneswar-751022
(e-mail ID: sgm.cpc@optcl.co.in)

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "**DoE Order**"] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the Bidding Documents** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. *[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]*

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Integrity Pact and/or Bidding Documents and/or OPTCL's policy and procedures.

Date

Printed Name

Place

Designation

37. FORM OF JOINT DEED OF UNDERTAKING BY THE TOWER MANUFACTURER ALONG WITH THE BIDDER/ CONTRACTOR

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Tower Manufacturer” which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder”/“Contractor” which expression shall include its successors, executors and permitted assigns) in favour of (*insert names of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Employer*)..... (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No. for manufacture, fabrication, supply of tower parts as per Employer’s design, casting of foundation, erection of all types of towers, stringing of conductor and earth wire/OPGW, testing and commissioning ofTransmission Line.

AND WHEREAS Clause No., Section, of, Vol.—... forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Manufacturer must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely supply of tower parts in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on tie-up with the Tower Manufacturer for supply of tower parts.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contract”) we, the Tower Manufacturer and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Employer*), for the manufacture, testing, supply of tower parts on FOR destination delivery at site basis in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Tower Manufacturer hereby agrees to depute their representatives from time to time to the Employer’s Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Tower Manufacturer to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of the material in accordance with Contract Specifications. Further, if the Employer suffers any loss or damage on account of non-performance of the material (tower parts) fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Tower Manufacturer and the Contractor jointly and severally undertake to pay such loss or damages to the Employer on its demand without any demur.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India/Odisha State and the Courts in Bhubaneswar/Cuttack shall have exclusive jurisdiction in all matters arising under the Undertaking.

4.0 We, the Tower Manufacture/ Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Employer discharges it. It shall become operative from the

effective date of Contract.

IN WITNESS WHEREOF the Tower Manufacturer and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS	(For Tower Manufacturer)
Signature	(Signature of the authorized representative)

Name	Name
------------	------------

Office	Address	Common Seal of Company
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WITNESS	(For Bidder)
Signature	(Signature of the authorized representative)

Name	Name
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Office	Address	Common Seal of Company
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Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted along with the bid.
4. In case the bid is submitted by a Joint Venture (JV) of two firms as partners, then the Joint deed of undertaking shall be modified accordingly.

38. Integrity Pact Agreement: Attachment-14-IP

INTEGRITY PACT

Between

Odisha Power Transmission Corporation Limited
having its Registered Office at Janpath, Bhubaneswar
Bhubaneswar – 751022 hereinafter referred to as

"OPTCL",

and

[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]

having its Registered Office at _____
(Insert full Address)

and

[Insert the name of the Partner(s) of Joint Venture, as applicable]

having its Registered Office at _____
(Insert full Address)

hereinafter referred to as "**The Bidder/Contractor**" **Preamble**

OPTCL intends to award, under laid-down organizational procedures, contract(s) for -----
----- Package and Specification Number__ *[Insert Specification Number of the package]*

-.

In order to achieve these goals, OPTCL and the above-named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of OPTCL

(1) OPTCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of OPTCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) OPTCL will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. OPTCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) OPTCL will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.

If OPTCL obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, OPTCL will inform its **Chief Vigilance Officer** and in addition disciplinary actions can be initiated under OPTCL's Rules.

Section II - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder/Contractor** commits **itself** to observe the following principles during its participation in the tender process and during the contract execution:

a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give **to any of OPTCL's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder/Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder/Contractor shall not pass any information provided by OPTCL as part of business relationship to others and shall not commit any offence under PC / IPC Act.

c) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

d) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

e) The Bidder/Contractor will not **misrepresent facts or furnish false/forged documents/information in order to influence the bidding process** or the execution of the contract to the detriment of OPTCL.

The Bidder/Contractor shall ensure adoption of Integrity Pact meticulously during its participation in

the tender process and during the contract execution.

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has **committed a transgression** through a violation of **Section II** or in any other form such as to put his reliability or credibility as Bidder into question, OPTCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

- (2) If the Bidder/Contractor has **committed a transgression** through a violation of **Section II** such as to put his reliability or credibility into question, OPTCL may, after following due procedures, **ban /blacklist the Bidder/Contractor**. The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.

- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, OPTCL may revoke the **ban** prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If OPTCL has disqualified the Bidder from the tender process prior to the award under **Section III**, OPTCL **is entitled for forfeiture of the Bid Guarantee (EMD) under the Bid**.
- (2) If OPTCL has terminated the contract under **Section III** or if OPTCL **is entitled to terminate the contract under Section III**, OPTCL **shall be entitled to forfeit the Contract Performance Guarantee of this contract, in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall **disclose in its Bid any** transgressions occurred in the last **10** years with any other Public Sector Undertaking **or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle**.
- (2) If the Bidder makes incorrect statement on this subject, **it** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and **further action as deemed fit shall be initiated by OPTCL**.

Section VI - Equal treatment to all Bidders / Contractors

- (1) OPTCL will enter into agreements with identical conditions as this one with all Bidders.

(2) OPTCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If OPTCL obtains knowledge of conduct of a Bidder or a Contractor or of an employee or a representative of a Bidder or Contractor which constitutes corruption, or if OPTCL has substantive suspicion in this regard, OPTCL will inform the Chief Vigilance Officer (CVO).

Section VIII - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's **six month** after the contract has been awarded

Section IX - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of OPTCL.

(2) Changes and supplements as well as termination notices need to be made in writing. **Side agreements have not been made.**

(3) If the Contractor is a Joint Venture, this agreement must be signed by both the partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

(5) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO** in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the judicial proceedings by the parties in connection with the disputes/differences arising out of the subject contract.

(6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____
(For & On behalf of OPTCL)

(Signature) _____
(For & On behalf of Bidder/
Partner(s) of Joint Venture/
Contractor)

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____