

ANNEXURE –I

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be Stamped in accordance with Stamp Act)

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

Ref No:-

Bank Guarantee No.

Date:-

To,

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

BG Amount:

Claim Period:

Validity Period

Dear Sirs,

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

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

2. We, the _____ do hereby further undertake [indicate the name of the Bank] to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by OPTCL by reason of any breach by the said Supplier (s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

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

Dated, the _____ Day of _____

For _____ [Indicate name of Bank]

Signature
Full name
Designation
Power of Attorney No.
Stamp

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)
Signature
Full name

(2)
Signature
Full name

ANNEXURE –II

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

(To be stamped in accordance with Stamp Act)

Ref No:-

Bank Guarantee No.

Date:-

To,

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

1. In consideration of the Chairman & Managing Director/ Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd. (hereinafter called “OPTCL”) having agreed to exempt M/s (hereinafter called the said contractors” from the demand under the terms and conditions of an agreement No. _____ dated _____ made between _____ and _____

_____ for _____ (hereinafter called “the said agreement”) of security deposit for SUPPLY/ERECTION for satisfactory performance of materials/workmanship (as detailed in the said agreement) and for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we _____ (_____ [Indicate bank] bank (hereinafter referred to as “the bank”) at the request of _____ contractor(s) do hereby undertake to pay to OPTCL, an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or would be caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

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

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

To be furnished in on-judicial stamp paper of Rs. _____

Applicable as per ODISHA Stamp Duty Act from any

Nationalized / Scheduled Bank.

3. We, the _____ do hereby further undertake to pay the [indicate the name of the Bank] amounts due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OPTCL by reason of any

breach by the said contractor(s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We, the _____ further agree that the guarantee herein [indicate the name of the bank] contained shall remain in full force and effect during the aforesaid period of _____ days _____ and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharges or till Chairman and Managing Director, ODISHA POWER TRANSMISSION CORPORATION Limited certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
6. We, the _____ further agree with the Board that OPTCL [indicate the name of the bank] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time only of the powers exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank of the contractor(s).

1. We _____ lastly undertake not to revoke this guarantee [indicate the name of the bank] during its currency except with the previous consent of OPTCL in writing.

2. We, the _____ Bank------(Branch at Bhubaneswar) further agree that this guarantee shall also be invocable at our place of business at **Bhubaneswar** in the State of Odisha.

“Notwithstanding anything contained herein”

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

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

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

For _____ [indicate name of Bank]

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

NB:-

1. Contractor shall furnish two nos separate CPG for Supply and Erection portion.
2. Strikeout the portion which are not required.

ANNEXURE-III

PROFORMA OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref No:-

Date:-

To,

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

Dear Sirs,

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

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

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

Yours Faithfully,

For

Manager / Agent / Accountant

Power of Attorney No.

Dated**SEAL OF BANK**

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

ANNEXURE-IV

PROFORMA OF LETTER OF UNDERTAKING.

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

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

Ref

Date.....

To

Odisha Power Transmission Corporation Ltd.

Janpath, Bhubaneswar.

Dear Sir,

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

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

Signature along with Seal of Company

.....

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

Name

Designation.....

Name of Company

(in Block Letters)

WITNESS:

Signature.....

Date

Name & Address.....

.....

Date & Postal Address

.....

.....

Telephone No.....

Fax No.....

- Strike out whichever is not applicable.

ANNEXURE-V

PROFORMA OF APPLICATION FOR PAYMENT

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

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

Dear Sir,

APPLICATION FOR PAYMET

1. Pursuant to the above referred Contract dated the undersigned hereby applies for payment of the sum of (specify amount and currency in which claim is made).

2. The above amount is on account of : [TICK (O) whichever is applicable]

Initial advance (Schedule \$\$)

Interim payment as advance (Schedule \$\$)

Progressive payment against dispatch of equipment (Schedule \$\$)

Progressive payment against receipt of equipment at site (Schedule \$\$)

Progressive payment against Erection (Schedule \$\$)

Ocean freight & marine insurance (Schedule \$\$)

Inland transportation (Schedule \$\$)

Inland insurance

Price adjustment

Extra work not specified in Contract

(Ref. Contract change Order No.)

Other (specify)

Final payment (Schedule \$\$)

As detailed in the attached Schedule (s) which form an integral part of this application.

3. The payment claimed is as per item (s) No (s) of the payment schedule annexed to the above mentioned Contract.

4. The application consists of this page, a summary of claim statement (Schedule \$\$), and the following signed schedule.

- 1.
- 2.
- 3.

The following documents are also enclosed

- 1.
- 2.
- 3.

Signature of Contractor /
Authorised Signatory

Application for payment will be made to 'Engineer' to be designated for this purpose at the time of award of the Contract,

\$\$ Proforma for the Schedule will be mutually discussed and agreed to during the finalization of the Contract Agreement

ANNEXURE-VI

PROFORMA BANK GUARANTEE FOR ADVANCE PAYMENT (To be stamped in accordance with Stamp Act)

Ref No:-

Bank Guarantee No.

Date:-

(Name and address of the Owner)

.....

.....

Dear Sir,

We refer to the Contract (“the Contract”) signed on between you and (“the Contractor”) concerning design, execution and completion of (Brief description of the Facilities).

Whereas in accordance with the terms of the said Contract, the Employer has agreed to paid to the Contractor an Advance payment in the amount of _____ (amount of foreign currency in works) _____ (Amount in Figures) and (Amount of local currency in words) _____ (Amount in figures) and (Amount of local currency in words) _____ (Amount in figures)

By this letter we, the undersigned.....(Name of the Bank), a bank organized under the laws ofand having its registered / principal office atdo hereby jointly and severally with the Contractor irrevocably agree that in the event the contractor fails to commence or fulfill its obligations under the terms of the said agreement, to repay the advance payment to the Employer.

Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been repaid by the contractor from time to time in accordance with the terms of payment of the said contract as evidenced by appropriate payment certificates.

This guarantee shall remain in full force from the date upon which the said advance payment is received by the contractor until the date upon which the contractor has fully repaid the amount so advanced to the employer in accordance with the terms of the contract. At the time at which the outstanding amount is NIL, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity i.e. on or before _____*(year, month, date).

We, the _____ Bank,----- (Branch at Bhubaneswar) further agree that, this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.

“Notwithstanding anything contained herein”

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

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

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

Yours truly,

Name of the Bank

Authorized signature

Signature of witness _____

Name _____

Address _____

49 The date shall be three (3) months after the date of operational acceptance by the Employer.

Note:

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of the Bank who issues the “Bank Guarantee”.
2. Performance security is to be provided by the successful bidder in the form of a bank guarantee, which should be issued either:
3. By a reputed bank located in the country of the Employer and acceptable to the Employer or
4. By a foreign bank confirmed by either its correspondent bank located in the country of the Employer which should be reputed and acceptable to the Employer, or a Public Sector Bank in the country of the Employer.

ANNEXURE - VII

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

(Entire Equipment consignment in one lot)
(On non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20by..... a Company registered under the Companies Act, 1956/ Partnership Firm/ Proprietary Concern having its Registered Office at(hereinafter called as ‘Contractor’ or ‘Obligor’ which expression shall include its successors and permitted assigns) in favour of ***, a Company incorporated under the Companies Act, 1956 having its Registered Office at and its project at (hereinafter called “.....” which expression shall include its successors and assigns) :

WHEREAS ***, has awarded to the Contractor a Contract for vide its Letter of Award/Contract No..... dated..... and its Amendment No..... and Amendment No. (applicable when amendments have been issued) (hereinafter called the “Contract”) in terms of which ***, is required to hand over various equipment to the Contractor for execution of the Contract.

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

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various equipment as mentioned in the Contract, valued at Rs. (Rupees.....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep ***, indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per dispatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipments duly endorsed by ***, in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of ***,
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Equipment at ***, project Site against all risks,

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

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever, it is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/ penal consequences.
4. That *** is and shall remain the exclusive Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge / Engineer or other Employees/ agents authorised by him in this regard. Further, *** shall always be free at all times to take possession of the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of *** to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of *** as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/ or shall pay the amount of loss of *** without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to *** against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ***, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney (authorize Representative) as a token of receipt
		RR/GR No. date of lading	Carrier		

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

WITNESS

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

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

ANNEXURE - VIII

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

(On non-Judicial Stamp Paper of Appropriate Value)

INDEMNITY BOND

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

WHEREAS ***, has awarded to the Contractor a Contract for vide its Letter of Award/Contract No..... dated..... and its Amendment No..... and Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which ***, is required to hand over various equipment to the Contractor for execution of the Contract.

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

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various equipment as mentioned in the Contract, valued at Rs. (Rupees.....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep ***, indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per dispatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipments duly endorsed by ***, in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of ***,
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Equipment at ***, project Site against all risks, whatsoever till the Equipment are duly used/ erected in accordance with the terms of the Contract and the Plant/ Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by ***. The Contractor undertakes to keep ***, harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever, it is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/ penal consequences.
4. That *** is and shall remain the exclusive Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge / Engineer or other Employees/ agents authorised by him in this regard. Further, *** shall always be free at all times to take possession of the Equipment are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of *** to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Engineer of *** as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/ or shall pay the amount of loss of *** without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to *** against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ***, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney (authorize Representative) as a token of receipt
		RR/GR No. date of lading	Carrier		

(Please number subsequent Schedules)

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

WITNESS

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

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

ANNEXURE-IX
PROFORMA OF ‘CONTRACT AGREEMENT’
(To be executed on non-judicial stamp paper)
CONTRACT AGREEMENT FOR SUPPLY

No. -----

THIS **SUPPLY CONTRACT** Agreement No.----- (**the First contract**) is made on theDay of -----, between, The **Sr. General Manager, Central Procurement Cell, (Empowered officer) Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “the Employer” & also referred to as “OPTCL”) of one part and **M/s. -----** (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that certain contracts should be executed by the contractor, viz, Supply, Erection. Testing & Commissioning of ----- (Scope of Work) as per “**Bid No**”. -----, and Tender document **package No**”:------and has accepted the bid of the Contractor for the execution of this contracting a **sum of RS.-----/- (RUPEES ----- ONLY)** (hereinafter called ‘the contract price’).

NOW THE AGREEMENT WITNESSTH AS FOLLOWS:-

50 In this agreement works and expressions shall have the same meaning as are respectively assigned to them in the tender specifications referred to above.

51 The following documents shall be deemed to form and be read and construed as part of this agreement, viz,

The Contract Agreement.

The Tender Specification.

The Condition of contract.

The contract Data and

The Bid document submitted along with the offer No” -----, **Date – -----** & all correspondences made there after.

The Employers Notification of Award No. “-----, Dated -----, as **FIRST CONTRACT** for **SUPPLY OF EQUIPMENT/ MATERIALS**, for the work “Design, Civil Works, Testing, Commissioning and completion of facility for Construction of ----- & associated system as per Specification/Bid documents No: -----”

52 In Consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor here by covenants with the Employer to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by the employer.

53 The Employer here by covenants to pay **RS. -----/-(RUPEES ----- ONLY)** to the contractor, in consideration of the performance, execution of the contract and the remedying of defects there in, the contract price or such other sum as may

become payable under the provisions of the contract in the manner prescribed by the contract.

54 The Terms and procedure of payment according to which the employer will reimburse the contractor as per the Tender Specification No. "....., **and Payment Clause No**". **Cl. No.34 of GT&CC & Cl. No.8 of SCC.**

55 The Time of completion shall be **30(thirty)** months from the date of issue of the NOA against the **Package No**".

56 The Contract agreement No.(**Second contract**) has also been made on theDay of -----, **Year between the employer and the contractor for the ERECTION CONTRACT on Turnkey basis.**

Notwithstanding the award of contract under two separate contracts, in the aforesaid manner, the contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over the facilities by the employer as per the requirements stipulated in the contract. It is expressly understood and agreed by the contractor that any default or breach under the **SECOND CONTRACT**, shall automatically be deemed as default or breach of this **FIRST CONTRACT** also and vice versa and any such breach or occurrence or default giving the employer a right to terminate the **Second Contract** either in full or in part, and/or recover damages thereunder that contract, shall give the employer an absolute right to terminate this contract at the contractor's risk, cost and responsibility either in full or in part and/or recover damages under this **First Contract** as well. However, such breach or default or occurrence in the second contract shall not automatically relieve the contractor of any of these responsibilities /obligation under this **First Contract**. It is also expressly understood and agreed by the contractor that the equipment/materials supplied by the contractor under this **First Contract** when installed and commissioned by the contractor under the **Second Contract** shall give satisfactory performance in accordance with the provisions of the contracts.

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

Signed by For & on behalf of the Contractor:

Signed by For & on behalf of OPTCL

M/s.
(Address):-

(Power of Attorney holder)

Sr. General Manager (CPC)
OPTCL – Janapath
Bhubaneswar – 751022
(Empowered officer)

In the Presence of

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

**CONTRACT AGREEMENT FOR ERECTION
(To be executed on non-judicial stamp paper)**

No.....

THIS ERECTION CONTRACT Agreement No. ----- , (the **Second contract**) is made on theDay of **October 2011**, between, The **Sr. General Manager, Central Procurement Cell, (Empowered officer) Odisha Power Transmission Corporation Limited, Janapath, Bhubaneswar – 751022** (hereinafter called “the Employer” & also referred to as “OPTCL”) of one part and **M/s. -----** (herein after called “the Contractor”) of the other part.

Whereas the Employer desires that certain contracts should be executed by the contractor, viz, Supply, Erection. Testing & Commissioning of ----- **and associated system** (Scope of Work) as per “**Bid No**”., and Tender document **package No.”**and has accepted the bid of the Contractor for the execution of this contracting a **sum of RS.-----/(RUPEES -----ONLY)** (hereinafter called “the contract price”).

NOW THE AGREEMENT WITNESSTH AS FOLLOWS:-

In this agreement works and expressions shall have the same meaning as are respectively assigned to them in the tender specifications referred to above.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz

- a) The Contract Agreement.
- b) The Tender Specification.
- c) The Condition of contract.
- d) The contract Data and
- e) The Bid document submitted along with the offer No”....., **Date - -----** & all correspondences made there after.

f) The Employers Notification of Award No”.- -----
-----Dated ----- as **SECOND CONTRACT** for **ERECTION CONTRACT (INSTALLATION)** including all civil works for the work “Design, Civil Works, Testing Commissioning and completion of facility for Construction of ----- & associated system as per Specification/Bid documents No:”

3. In Consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the contractor here by covenants with the Employer to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by the employer.

4. The Employer here by covenants to pay **RS.-----/(RUPEES ----- ONLY)** to the contractor, in consideration of the performance execution of the contract and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract in the manner prescribed by the contract.

5. The Terms and procedure of payment according to which the employer will re- reimburse the contractor as per the Tender Specification No. “....., **and Payment Clause No”. Cl. No.34 of GT&CC & Cl. No.8 of SCC.**

6. The Time of completion shall be 30(thirty) months from the date of issue of the NOA against the **Package No.**”

7. The Contract agreement No.(FIRST CONTRACT) has also been made on the Day of -----, Year **between the employer and the contractor for the SUPPLY CONTRACT on Turnkey basis.**

8. Notwithstanding the award of contract under two separate contracts, in the aforesaid manner, the contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over the facilities by the employer as per the requirements stipulated in the contract. It is expressly understood and agreed by the contractor that any default or breach under the **FIRST CONTRACT**, shall automatically be deemed as default or breach of this **SECOND CONTRACT** also and vice versa and any such breach or occurrence or default giving the employer a right to terminate the **First Contract** either in full or in part, and/or recover damages thereunder that contract, shall give the employer an absolute right to terminate this contract at the contractors risk, cost and responsibility either in full or in part and/or recover damages under this **Second Contract** as well. However, such breach or default or occurrence in the **First contract** shall not automatically relieve the contractor of any of these responsibilities /obligation under this **Second Contract**. It is also expressly understood and agreed by the contractor that the equipment/materials supplied by the contractor under **First Contract** when installed and commissioned by the contractor under this **Second Contract** shall give satisfactory performance in accordance with the provisions of the contracts.

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

Signed by For & on behalf of the Contractor:

Signed by For & on behalf of OPTCL

M/s.
(Address):-

(Power of Attorney Holder)

In the Presence of

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

Sr. General Manager (CPC)
OPTCL – Janapath
Bhubaneswar – 751022
(Empowered Officer)

1. Witness – 1
(Name & Address)

2. Witness – 2
(Name & Address)

ANNEXURE-X
PROFORMA OF JOINT UNDERTAKING BY ASSOCIATE / COLLABORATOR
ALONG WITH THE BIDDER / CONTRACTOR

NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

THIS DEED OF UNDERTAKING executed this day of of Two Thousand by a Company incorporated under the laws of and having its registered Office at (hereinafter called the “Manufacturer” which expression shall include its successors, executors and permitted assigns), and a Company incorporated under the laws of and having its registered Office at (hereinafter called the “Bidder” / “Contractor” which expression shall include its successors, executors and permitted / assigns) in favour of Odisha Power Transmission Corporation Ltd., having its Registered Office at (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns).

WHEREAS the “Employer” invited Bid as per its Specification No. For the manufacture, fabrication, supply of tower parts as per Employer design, Casting of foundation, erection of all type of towers, stringing of conductor and earth wire, testing and commissioning of Transmission Line of execution of Transmission Line.

AND WHEREAS Clause No. Section of, Vol Forming part of the Bid Documents interalia stipulates that the Bidder alongwith Manufacturer must fulfill the Qualifying Requirements and be jointly and separately bound and responsible for the quality and timely supply of tower parts in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the bidder has submitted its Bid to the employer vide proposal No. Dated based on tie up with the manufacturer for the supply of tower parts.

NOW THEREFORE THIS UNDERTAKING WITNESSTH AS UNDER:

3.1 In consideration of the award of contact by the employer to the Bidder (hereinafter referred to as the “Contractor”), we the manufacturer and the Bidder / Contractor do hereby declare that we shall be jointly and separately bound unto Odisha Power Transmission corporation Ltd, for the manufacturing testing, supply of tower parts on FOR destination delivery at site basis in accordance with the contract specification.

3.2 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Manufacturer hereby agrees to depute their representatives from time to time to the Employer’s Project site as mutually considered necessary by the Employer, Bidder/Contractor and the Manufacturer to ensure proper quality, manufacture, testing and supply on FOR destination delivery ay site basis and successful performance of the material in accordance with Contract Specification. Further if the Employer suffers any loss or damage on account of nonperformance of the material (tower parts) fully meeting the performance

guaranteed as per Bid Specification in terms of the contract. We the Manufacturer and the Contractor jointly and separately undertake to pay such loss or damages to the employer on its demand without any demur.

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

3.4 As a security, the Manufacturer shall apart from the Contractor's performance guarantee of 10% of the contract price, furnish a Contract performance guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 2% of the cost of tower parts to be supplied by the Manufacturer as identified in the Contract awarded by the Employer to the Bidder/ Contractor and it shall be part of guarantee towards the faithful performance/ compliance of this Deed of Undertaking in terms of the contract.; The guarantee shall be un-conditional, irrevocable and valid for the entire period of the contract, namely till the end of the warranty period under the contract. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.

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

IN WITNESS WHERE OF the Manufacturer and the Bidder/ Contractor have through their Authorized Representative executed these presents and affixed.

Common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS”

For Manufacturer

1	Signature of Authorized Representative.
	(Signature)	Name
	(Name in Block letter)	Common Seal of Company.
	(Office Address)

For Bidder.

2.	Signature of Authorized Representative.
	(Signature)	Name
	(Name in Block letter)	Common Seal of Company.
	(Office Address)

NOTE :

- (i) The Deed of joint Undertaking shall be attested by Notary Public of the place(s) of the respective executants (s)
- (ii) In case the bid is submitted by a joint Venture (JV) of two or more firms as partners, then the joint deed of undertaking shall be modified accordingly.

ANNEXURE-XI
FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT/FACILITIES
BANK CERTIFICATE

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

Their financial transactions with our Bank have been satisfactory. They enjoy the following fund
based and non fund based limits including for guarantees, L/C and other credit facilities with us
against which the extent of utilization as on date is also indicated below:

SL.NO.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILISATION AS ON DATE
--------	------------------	--------------------------------	---------------------------

This letter is issued at the request of M/s

Sd/-

Name of Bank.....

Name of Authorised Signatory

Designation

Phone No.

Address

SEAL OF THE BANK.

ANNEXURE-XII
FORM OF POWER OF ATTORNEY FOR JOINT VENTURE
(On Non –Judicial Stamp Paper of Appropriate value
to be Purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a joint venture under the laws ofand having our Registered Office (s) / Head Office (s) at(hereinafter called the ‘Joint venture’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assign(s) acting through M/s.....being the Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/Head Office atas 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.....for construction ofPackage of ODISHA POWER TRANSMISSION CORPORATION LIMITED (hereinafter called the “Owner”) and the bids for which have been invited by the Owner, to undertake the following acts

- (i) To submit proposal and participate in the aforesaid Bid – Specification of the Owner on behalf of the “Joint venture”.
- (ii) To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the owner for and on behalf of the “Joint venture”.
- (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”.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Defect of liability period in terms of the contract.
The joint venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representative / Partner in-charge quotes in the bid, negotiates and signs the Contract with the Owner and / or

proposes to act on behalf of the Joint venture 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 thisday ofunder 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.....

ANNEXURE – XIII
FORM OF JOINT VENTURE AGREEMENT
(On Non-Judicial Stamp Paper of Appropriate Value to be
Purchased in the Name of Joint Venture)

PERFORMA OF JOINT VENTURE AGREEMENT BETWEEN
.....ANDFOR BID
SPECIFICATION NO.....OF OPTCL.

THIS Joint venture Agreement executed on thisday ofTwo thousand andbetween M/s..... a company incorporated under the laws of and having its Registered Office at..... (hereinafter called the “Lead Partner” which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the “Load Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Specification No.:..... for Construction of of OPTCL, a Govt of Odisha Undertaking, having its. Registered Office at OPTCL Office, Janapath, Bhubaneswar (hereinafter called the “Owner”).

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

AND WHEREAS Annexure – A (Qualification Requirement of the Bidder), Section-----, forming part of the bidding documents, stipulates that a Joint venture of two or more qualified firms as partners, meeting the requirement of minimum qualification for the bid as applicable may bid, provided the Joint venture fulfills all other requirements of minimum qualification and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Owner vide proposal No dated by Lead Partner based on the Joint venture agreement between all the Partners under these presents and the bid in accordance with the requirements of Annexure-A (Qualification Requirement of the Bidders), Section -SSC has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

1. In consideration of the award of the Contract by the Owner to the Joint venture partners, we, the Partners to the Joint venture agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Owner suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the Partner(s).

4. The financial liability of the Partners of this Joint venture agreement to the Owner, with respect to any of the claims arising out of the performance of non-performance of the obligation set forth in the said Joint venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint venture agreement.

5. It is expressly understood and agreed between the Partners to this Joint venture agreement that the responsibilities and obligation of each of the Partners shall be as delineated in Appendix-I (*To be incorporated suitably by the Partners that the above sharing of responsibilities of the partners under this Contract.

6. This Joint venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack(Odisha) shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of Contract, We the Partners to the Joint venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Owner in the forms acceptable to purchaser for value of 10% of the Contract Price in the currency/currencies of the Contract.

8. It is further agreed that the Joint venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Owner discharge the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal.....of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature.....
Name.....

Signature
Name

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

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

(Signature of authorized representative)

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

WITNESS

1. Signature:
Name:
Official Address:

2. Signature:
Name:
Official Address:

Provision required to be included in the Joint Venture Agreement

If the application is made by a joint venture of two firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority*) by such two firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorised signatories signing for and on behalf of respective Firms for the purpose of forming the Joint Venture. a certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV agreement shall be signed by the authorized representative of the joint venture. The JV agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project (s) specific JV with Head Office address.
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilisation advance) to the extent of his participation in the JV.
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement).
- e. Working Capital arrangement of JV.
- f. Operation of separate Bank account in the name of JV to be operated by at least one / both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- i. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner (s) of the JV The employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- h. Management Structure of JV with details.
- i. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV and to receive instructions for and on behalf of the Partners of JV, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.

ANNEXURE – XIV

**THE BANKS FROM WHICH BANK GUARANTEE FOR BID SECURITY /
EARNEST MONEY DEPOSIT CAN BE ACCEPTED PROVIDED THE BANK IS
HAVING BRANCH AT BHUBANESWAR**

SCHEDULE COMMERCIAL BANKS

SBI AND ASSOCIATES

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

NATIONALISED BANK

9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank of India
15. Corporation Bank
16. Dena Bank
17. Indian bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Punjab National Bank

21. Punjab & Sind Bank
22. Syndicate Bank
23. Union Bank of India
24. United Bank of India
25. UCO bank
26. Vijaya Bank
27. Bank of Baroda

OTHER BANKS

Any schedule bank notified by RBI having branch at Bhubaneswar.

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

ANNEXURE – XV

THE BANKS FROM WHICH BANK GUARANTEE FOR ADVANCE / CPG BE ACCEPTED PROVIDED THE BANK IS HAVING BRANCH AT BHUBANESWAR

(a) Any Public Sector Bank

or

(b) Any scheduled Indian Bank

Having paid up capital (net of any accumulated losses) of Rs. 100 crores of above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement)

(c) Any foreign Bank or subsidiary of a foreign Bank

With overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by reputed rating agency, covering the advance amount which shall be initially kept valid till 90 days after the schedule date for successful completion of commissioning.

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

ANNEXURE – XVI

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract :

To

Sr. General Manager , CPC,
Odisha Power Transmission Corporation Limited,
Janpath, Bhubaneswar.751022

Ladies and / or Gentleman,

We have read the contents of the Fraud Prevention Policy of OPTCL displayed on its tender website <http://www.optcl.co.in> and undertake that we along with our associates / collaborator / subcontractor / sub-vendors/ consultants / service providers shall strictly abide by the provisions of the fraud prevention policy of OPTCL.

Yours Faithfully,

Date:

Place:

(Signature)

Printed Name)

(Designation)

(Common Seal)

ANNEXURE – XVII
SCHEDULE OF FORMATS TO BE UTILISED BY THE FIRMS AND TO BE
SUBMITTED WITH THE BID WHERE REQUIRED

GENERAL INFORMATION

The bidder shall furnish general information in the following format.

3. Name of the Firm:

4. Head office address:

5. Contact persons:

Telephone No.

Office:

Residence:

Fax No.

Telex:

6. Place of incorporation/Regn.

7. Year of incorporation/Regn.

Signature of the bidder with Seal

ANNEXURE – XVIII

Manufacturer's Authorization Form

To : _____

WE _____, who are established and reputable manufacturers of _____ having production facilities at _____, do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against bidding document _____ including the above plant and equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other good offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee warranty obligation. We also here by declare that we and _____ have warranty / defects liability) we, the Manufacturer of Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer.

Signed :

Date

Place

(Signature)

Printed Name)

(Designation)

ANNEXURE-XIX

FORM OF COMPLETION CERTIFICATE

.....
(Name of the Contract)

To

Date.....
Loan No.....
Contract No.....

(Name and address of the Employer)

Dear Ladies and/or Gentlemen,

Pursuant to Conditions of the Contract (Vol-IA) entered into between yourselves and the Employer datedrelating to the (brief description of the Facilities), we hereby notify you that the following part (s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part (s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below

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

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

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

Very truly yours,

Title
(Engg. In Charge of OPTCL)

ANNEXURE-XX

FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE

(Name of the Contract)_____

To

Date.....

Loan No.....

Contract No.....

(Name and address of the Employer)

Dear Ladies and/or Gentlemen,

Pursuant to Conditions of the Contract (Vol-IA) entered into between yourselves and the Employer datedrelating to the(brief description of the Facilities), we hereby notify you that the following part (s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part (s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below

1. Description of the Facilities.....
2. Date of Operational Acceptance:.....

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

Very truly yours,

Title
(Engg. In Charge of OPTCL)

ANNEXURE – XXI

COMPOSITE BANK GUARANTEE

This Guarantee Bond is executed this day of 20 by us the
..... (Bank) At
..... PO-..... PS-..... Dist-
.....State

WHEREAS the ODISHA POWER TRANSMISSION CORPORATION Ltd. A body corporate constituted under the Odisha Electricity Reform Act, 95 (hereinafter called “OPTCL”) has placed work orders No. Dated..... (hereinafter called “the agreement”) on M/s (hereinafter called “the Contractor”) for erection, stringing, testing, commissioning and setting to operation of transmission line.

WHEREAS the contractor has agreed to execute the work for OPTCL in terms of the said agreement AND

WHEREAS OPTCL has agreed (1) to exempt the contractor from making payment of security, (2) to release 100% payment on the completion of work as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to OPTCL a Composite Bank Guarantee of the value of 15% (fifteen per cent) of the said agreement.

NOW THEREFORE in consideration of OPTCL having agreed (1). to exempt the contractor from making payment of security, (2) to release 100% payment to the contractor and (3) to exempt from furnishing performance guaranteed in terms of the said agreement as aforesaid, we the (Bank) (hereinafter referred to as “the bank”) do hereby undertake to pay to OPTCL an amount not exceeding Rs..... (Rupees
.....) only against any loss or damage caused to or suffered by or would be caused to or suffered by OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

WE (the) do hereby undertaken to pay the amounts due and payable under this guarantee without any demour, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to all amount not exceeding Rs..... (Rupees).

WE the (.....) Bank also undertake to pay to OPTCL any money so demanded notwithstanding may dispute or disputes raised by the

contractor(s) in any suit or proceeding instituted/pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

WE (.....) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman and Managing Director, Gird Corporation of Odisha Ltd. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (.....) we shall be discharged from all liability under this guarantee thereafter.

WE, (.....) further agree that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the OPTCL or any indulgence by OPTCL to the said contractor(s) by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

We (.....) lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.

We, the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Odisha.

Dated at the day of Two thousand four only For (indicate the name of the Bank).

Witness: (Signature with name & address)

- | | |
|---------------------------------|--|
| 1. Name of the contractor | 2. No. & date of order/agreement. |
| 3. Name of the Bank | 4. Validity period or date upto, which the guarantee is valid. |
| 5. Signature of the Constituent | |

Authority of the Bank with Seal.

ANNEXURE – XXII

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Chairman cum Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar (hereinafter called "OPTCL") having against to exempt _____ (hereinafter called "the said contract/contractor(s) from the payment under the terms and conditions of an agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said agreement") of security deposit for the due fulfillment by the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____) we, the _____ Bank limited (hereinafter referred to as "the Bank" do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said agreement.

2. We the _____ Bank Limited to hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement: Any such demand made on the Bank shall be

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

To be furnished in on-judicial stamp paper of Rs .50/-
applicable as per Odisha Stamp Duty Act from any
Nationalized/Scheduled Bank.

conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ the Bank further undertake to pay to OPTCL any money so demanded notwithstanding any dispute of disputes raised by the contractor(s)/in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. We the _____ Bank limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OPTCL under or by virtue of the said Agreement, have been fully paid and its claims satisfied or discharged or till Chairman-cum-MD,

Odisha Power Transmission Corporation Limited certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges that guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____/ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We the _____ Bank limited further agree with OPTCL that OPTCL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgency by OPTCL to the said contractor(s) or of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank of the contractor.
7. We, the _____ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of OPTCL in writing.
8. We, the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Bhubaneswar in the State of Odisha.

Dated, the _____ day of _____

For _____ Bank Limited

[indicate the name of the Bank]

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

ANNEXURE – XXIII

PROFORMA FOR BANK GUARANTEE FOR 100% PAYMENT

In consideration of the Chairman-cum-Managing Director, ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar (hereinafter called “OPTCL”) having agreed to allow M/s _____ (hereinafter called “the said contractor/contractor(s) 100% payment on satisfactory completion of work as per contract under the terms and conditions of an agreement No. _____ dated _____ 2 made between ODISHA POWER TRANSMISSION CORPORATION Ltd., Bhubaneswar and M/s _____ 1 for satisfactory completion of work (as detailed in the said agreement) for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____)

1. We, the _____ (hereinafter referred to as “the bank” do hereby undertake to pay to the OPTCL an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms of conditions contained in the said agreement.
2. We the _____ 3 do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due to by way of loss or damage caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

Note for tenderers : [Not to be typed in Bank Guarantee]
To be furnished in non-judicial stamp paper of Rs .50/-
Applicable as per Odisha Stamp Duty Act, from any
Nationalised /Scheduled Bank, Bhubaneswar.

3. We, the _____ 3 Bank further undertake to pay to OPTCL any money so demanded notwithstanding any dispute or disputed raised by the contractor(s)/in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, the _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman-cum-Managing Director, OPTCL Ltd.

Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the (.....) 4 we shall be discharged from all liability under this guarantee thereafter.

5. We, (.....) 3 further agree that OPTCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of OPTCL or any indulgency by OPTCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

7. We, the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Odisha.

Dated at _____ the _____ day of _____

For _____
[Indicate the name of the Bank]

WITNESS: SIGNATURE WITH NAME AND ADDRESS

- 1.
- 2.

- NB: (1) *Name of the contractor*
(2) *No. and date of order/agreement*
(3) *Name of the Bank*
(4) *Validity period or date upto which the guarantee is valid.*
(5) *Signature of the Constituent Authority of the Bank with seal.*

ANNEXURE – XXIV

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

Firm for Undertaking piling works

To: _____

WE _____, who are established and reputable firm / contract having its registered office at _____, do hereby authorize M/s. _____ to submit a bid, and subsequently negotiate and sign the Contract with you against the bidding document _____ including the plant and equipment or other services provided by us for *piling foundation works*.

We hereby extend out full guarantee and warranty for the above specified work plant & equipment materials or others services offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee warranty obligation. We also here by declare that wee and M/s. _____ (Name) have warranty / defects liability. We will make our technical and engineering staff fully available to the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

We hereby submit documents in support of experience, capability and capacity for execution of piling works.

For and on behalf of the firm / contractor.

Signed :

Date

Place

Signature of Bidder

(Signature)

(Printed Name)

(Designation)

(Common Seal)

ANNEXURE – XXV
PERFORMA OF ‘NOTIFICATION OF AWARD OF CONTRACT’ FOR SUPPLY CONTRACT

Ref. No. :

Date :

LOA / NOA NO:

To,

.....
.....
.....

Sub: Notification of Award of First Contract for Supply of equipment / materials and completion of facility **for** sub-station, Transmission Line and associated system at (name of site) of Odisha ***NOTICE INVITING TENDER-NIT NO. 35/2012-13 & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02 & 36-03 / 2012-13*** & Amendment No.

Dear Sirs,

1.0 This reference to the following :

- i) Our Invitation for Bids (DCB) No. ***NOTICE INVITING TENDER-NIT NO. 35/2012-13 & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13*** & Amendment No. Dated
- ii) Bidding Documents for the subject package issued to you vide our letter no Datedcomprising the following.

Common Document :

- a) Instructions to Bidders-Section-INB (Vol.-I)
- b) General Conditions of Contract- Section-GCC (Vol-IA)
- c) Erection Conditions of Contract-Section-ECC (Vol.-IA)
- d) Special Condition of Contract (Vol.-IA)
- e) Technical Specifications & General Technical Conditions (Vol.-II)

Package Specific Document for the ***NOTICE INVITING TENDER-NIT NO. 35/2012-13 & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13 & Amendment No.***

- f) Technical Data Sheets (Vol.-IIA)
- g) Bid Proposal sheet and Price Schedules (Vol.-IB)
- h) Amendment / Errata No.
- iii) Your Proposal for the subject package submitted vide your letter no. Dated
- iv) Our Fax message / letter no. dated inviting you for post bid Techno Commercial Discussion.
- v) Post bid discussions and meetings we had with you On to Resulting into the following Minutes of Meeting enclosed herein with this Notification of Award.
- vi) Minutes of Meeting regarding commercial aspects. (APPENDIX – I).
- vii) Minutes of Meeting on Technical issues (APPENDIX – II)
- viii) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX – III)
- ix) Minutes of Meeting regarding project schedule. (APPENDIX – IV)
- x) We confirm having accepted your proposal submitted vide letter no. Dated read in conjunction with all the specification, terms & conditions of the Bidding Document. And agreed Minutes of Meeting referred to in Para 1.0 above and award on you the Contract for the work of **Design, Engineering, Supply, manufacture, shop fabrication, Testing and inspection at manufacturer works, packing forwarding and dispatch from manufacturer’s work / place of dispatch of equipment, materials and Transportation of materials / equipment form manufacturers works / place of dispatch to site, inland transit insurance, and associated accessories, special tools and tackles for sub-station, Transmission Line and associated system at** at Odisha against Pack age : as per Specification / Bid document no (***NOTICE INVITING TENDER-NIT NO. 35/2012-13 & Bid Document No. Sr. G.M-CPC-TENDER-PACKAGE 36-01, 36-02, & 36-03 / 2012-13***) & Amendment No. & Amendment No. (herein after referred to as **First Contract**).
- xi) We have also notified tot you vide our Notification of Award No. Dated For award of another Contract on you for the work of, **local transportation, delivery at site, unloading, Handling, Storage, storage cum Erection Insurance, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, testing and commissioning including performance testing, completion of facility, guarantee Testing and handing over to OPTCL of the equipment / materials for Sub-station, Transmission Line and associated system at** (Name of site) of Odisha against Package ----- as per Specification / Bid document no ***NOTICE INVITING***

TENDER-NIT NO. 35/2012-13 & Bid Document No. Sr. G.M-CPC-TENDER-PACKAGE 36-01, 36-02, & 36-03 / 2012-13 & Amendment No.

xii) You shall also be fully responsible for the works to be executed under the ‘**Second Contract**’ and it is expressly understood and agreed by you that any breach under the ‘Second Contract’ shall automatically be deemed as a breach of this ‘**First Contract**’ and vice-versa and any such breach or occurrence or default giving us a right to terminate the ‘Second Contract’ and / or recover damages there under, shall give us an absolute right to terminate this contract and / or recover damages under this ‘First Contract’ as well and vice-versa.

xiii) However, such breach or default or occurrence in the ‘ Second Contract’ shall not automatically relieve you of any of your responsibility / obligations under this ‘First contract’. It is also expressly understood and agreed by you that the equipment / materials to be supplied by you under this ‘First Contract’ when installed and commissioned under the ‘Second Contract’ shall give satisfactory performance in accordance with the provisions of the Contract.

2.0 The total Contract Price for the entire scope of work under the Contract shall be Rs. /- as per the following break up :

Sl. No.	Description	Amount in INR
A.	Ex-Manufacturing works /place of dispatch	
	Basic Price (Material / Equipment)	
B.	Freight & Insurance Charges	
C.	Mandatory Spares	
D.	Taxes and Duties	
E.	Total (A+B+C+D)	

(Rupees (in word) only)

Note:

(i) *The above price is inclusive of all taxes and duties except for Entry tax which shall be reimbursed as per actual against documentary evidence on supply portion, if applicable. The above price is also inclusive of type test charges including taxes / levies on these test, if any.*

(ii) *The above contract price is subject to adjustment on account of price adjustment as per stipulations in the bidding documents.*

(iii) *..... Others (If any)*

3.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the Proforma

enclosed with the bidding Documents, on non-judicial stamp paper of appropriate value within **30(thirty) days** from the date of this Notification of Award.

- 4.0 This Notification 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 all the enclosed Appendices, by the authorized signatory of your company as a proof of your acknowledgement and confirmation.

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

Yours faithfully,

For and on behalf of

Encl : As above.
Limited

Odisha Power Transmission Corporation

(Authorized Signatory)

- (i) **Note** :All the Bank Guarantee for advance payment and contract performance guarantee shall be submitted on Non-Judicial Stamp Paper as per Odisha Stamp Act, i.e. Rupees

ANNEXURE – XXVI

PERFORMA OF ‘NOTIFICATION OF AWARD OF CONTRACT’ FOR ERECTION CONTRACT

Ref. No. :

Date :

LOA / NOA NO:

To,.....
.....
.....

Sub: Notification of Award of Second Contract for installation, testing, commissioning and completion of facility for sub-station, Transmission Line and associated system at (name of site) of Odisha **NOTICE INVITING TENDER-NIT NO. ~~35/2012-13~~ & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13 & Amendment No.**

Dear Sirs,

1.0 This reference to the following :

- i) Our Invitation for Bids (DCB) **NOTICE INVITING TENDER-NIT NO. ~~35/2012-13~~ & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13 & Amendment No. Dated**
- ii) Bidding Documents for the subject package issued to you vide our letter no Dated comprising the following.

Common Document:

- a) Instructions to Bidders-Section-INB (Vol.-I)
- b) General Conditions of Contract- Section-GCC (Vol-IA)
- c) Erection Conditions of Contract-Section-ECC (Vol.-IA)
- d) Special Condition of Contract (Vol.-IA)
- e) Technical Specifications & General Technical Conditions (Vol.-II)

Package Specific Document for the NOTICE INVITING TENDER-NIT NO. ~~35/2012-13~~ & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02 & 36-03 / 2012-13

- f) Technical Data Sheets (Vol.-IIA)
- g) Bid Proposal sheet and Price Schedules (Vol.-IB)
- h) Amendment / Errata No.
- (iii) Your Proposal for the subject package submitted vide your letter no. Dated
- (iv) Our Fax message / letter no. dated inviting you for post bid Techno Commercial Discussion.
- (v) Post bid discussions and meetings we had with you On to Resulting into the following Minutes of Meeting enclosed herein with this Notification of Award.
- (vi) Minutes of Meeting regarding commercial aspects. (APPENDIX – I).
- (vii) Minutes of Meeting on Technical issues (APPENDIX – II)
- (viii) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX – III)
- (ix) Minutes of Meeting regarding project schedule. (APPENDIX – IV)
- (x) We confirm having accepted your proposal submitted vide letter no. Dated read in conjunction with all the specification, terms & conditions of the Bidding Document and agreed Minutes of Meeting referred to in Para 1.0 above and award on you the Contract for the work of **local transportation, delivery at site, unloading, Handling, Storage, storage cum Erection Insurance, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, testing and commissioning including performance testing, completion of facility, guarantee Testing and handing over to OPTCL of equipment / materials for sub-station, Transmission Line and associated system at -----**. (Name of site) of **Odisha against Pack age : -----** as per Specification / Bid document no **(NOTICE INVITING TENDER-NIT NO. 35/2012-13 & Bid Document No. Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13 & Amendment No.** (herein after referred to as Second Contract).
- (xi) We have also notified tot you vide our Notification of Award No. Dated for award of another Contract on you for the work of, **Design, Engineering, Supply, manufacture, shop fabrication, testing and inspection at manufacturer works, packing forwarding and dispatch from manufacturer’s work /place of dispatch of equipment, materials and Transportation materials / equipment from manufacturers work / place of dispatch to site, inland transit insurance, and associated accessories, special tools and tackles for Sub-station, Transmission Line and associated system at -----**(Name of the place) of **Odisha against Package : -----** as per Specification / Bid document no **(NOTICE INVITING TENDER-NIT NO. 35/2012-13 & Bid Document No.**

Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13 & Amendment No. (herein after referred to as First Contract)

(xii) You shall also be fully responsible for the works to be executed under the **‘First Contract’** and it is expressly understood and agreed by you that any breach under the ‘First Contract’ shall automatically be deemed as a breach of this **‘Second Contract’** and vice-versa and any such breach or occurrence or default giving us a right to terminate the ‘First Contract’ and / or recover damages there under, shall give us an absolute right to terminate this Contract and / or recover damages under this ‘Second Contract’ as well and vice-versa.

(xiii) However, such breach or default or occurrence in the ‘First Contract’ shall not automatically relieve you of any of your responsibility / obligations under this ‘Second Contract’. It is also expressly understood and agreed by you that the equipment / materials to be supplied by you under this ‘First Contract’ when installed and commissioned under the ‘Second Contract’ shall give satisfactory performance in accordance with the provisions of the Contract.

2.0 The total Contract Price for the entire scope of work under the Contract shall be Rs. /- as per the following break up :

Sl. No.	Description	Amount in INR
A.	Civil Work Chares	
B.	Erection Charges	
	Total (A+B)	

(Rupees (in word) only)

Note:

(i) *The above price is inclusive of all taxes and duties except for Service Tax on erection charges which shall be paid extra as applicable (Presently rate is 10.3%).*

(ii) *The prices are firm..*

3.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the Proforma enclosed with the bidding Documents, on non-judicial stamp paper of appropriate value within **30 (thirty) days** from the date of this Notification of Award.

4.0 This Notification 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 all the enclosed Appendices, by the authorized signatory of your company as a proof of your acknowledgement and confirmation.

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

Yours faithfully,

For and on behalf of
Odisha Power Transmission Corporation Limited
(Authorized Signatory)

Encl : As above.

Note :

Remarks(s): (i) All the Bank Guarantee for advance payment and contract performance guarantee shall be submitted on Non-Judicial Stamp Paper as per Odisha Stamp Act, i.e.

ANNEXURE:XXVIII
CHECK LIST FOR THE BIDDING DOCUMENTS

(Bidders are requested to ensure that all the documents as check listed below are enclosed as per the Sl.No. & neatly pages marked.)

Ref:(i) Tender Notice No. ~~35/2012-13~~

(ii)Tender Specification No. *Sr. G.M-CPC-TENDER- PACKAGE 36-01, 36-02, & 36-03 / 2012-13*

Sl. No.	Description.	Furnished	
		YES/NO	Pdf file reference
1	Page counting for the complete tender document submitted duly signed by the firm & JV partner (if any)		
2	Forwarding letter for submission of Bid		
3	Original Money Receipt for procurement of the Tender Documents		
4	Required ORIGINAL EMD BG with confirmation of the Bank (Invokable Clause & witness signatures must be taken care of)-[Section-Annex.,Vol-IA]		
5	Form of Power of Attorney for JV [Section-Annex.,Vol-IA]		
6	Form of JV Agreement [Section-Annex.,Vol-IA]		
7	Form of Power of Attorney for signing of the tender		
8	Up to date Electrical License of the Firm		
9	Copies of the Audited financial Accounts for the last three financial years.		
10	Documents in support of Financial Qualifying Criteria		
11	Documents in support of Technical Qualifying Criteria		
12	General Information of the Bidder [Section-Annex.,Vol-IA]		
13	Declaration Form [Section-Annex.,Vol-IA]		
14	Abstracts of Terms & Conditions [Section-Annex.,Vol-IA]		
15	Personnel Capabilities [Section-Annex.,Vol-IA]		
16	Equipment Capability [Section-Annex.,Vol-IA]		
17	Financial Capabilities [Section-Annex.,Vol-IA]		
18	Record of experience [Section-Annex.,Vol-IA]		
19	Departure from Technical & Financial Specification [Section-Annex.,Vol-IA]		
20	Litigation History [Section-Annex.,Vol-IA]		
21	Copy of undertaking submitted with the Price Bid [Section-Annex.,Vol-IA]		
22	OFF-LOAD Statement (with reasons) [Section-Annex.,Vol-IA]		
23	Guaranteed Technical Particulars duly filled in, in complete shape. (Volume-IIA)		

Date:

(Signature).....

Place:

(Printed Name)

(Designation)

(Common Seal)