

SECTION - IV
SCHEDULE OF FORMATS
CONTENTS

ANNEX	DESCRIPTION	PAGE NO.
I.	Proforma of General Information	
II	Proforma of Declaration Form	
III	Proforma of Abstract of Terms & Conditions	
IV	Proforma of Personnel Capabilities	
V	Proforma of Equipment Capabilities	
VI	Proforma of Financial Capability	
VII	Proforma of Experience Record	
VIII	Proforma of Departure from Specification (Technical)	
IX	Proforma of Litigation History	
X	Proforma of Joint Venture/Consortium Agreement (Not applicable for this package)	
XI	Proforma of Power of Attorney for Joint Venture/Consortium (Not applicable for this package)	
XII	Proforma of Completion Certificate	
XIII	Proforma of Operational Acceptance Certificate	
XIV	Proforma of Bank Guarantee for EMD	
XV	Proforma of Performance Bank Guarantee	
XVI	Proforma of Bid Proposal Sheet	
XVII	Proforma of Indemnity Bond for supply of Materials	
XVIII	Proforma of Contract Agreement	
XIX	Proforma for Application for Payment	
XX	Proforma for Advance payment Bank guarantee.	
XXI	Proforma for Form of undertaking.	
XXII	Manufacturer's Authorization Form.	

ANNEXURE – I

GENERAL INFORMATION

The bidder shall furnish general information in the following format.

1. Name of the Firm:

1. Head office address:

1. Contact persons:

Telephone No.

Office:

Residence:

4. Fax No.

Telex:

E mail ID

5. Place of incorporation/Regn.

Year of incorporation/Regn.

ANNEXURE - II

DECLARATION FORM

Tender Specification No. _____/

To

Sr. G.M. (CPC), OPTCL, Bhubaneswar-751022.

Sir,

1. Having examined the above specification together with tender conditions referred to therein, I/We undersigned hereby offer to execute the work contract covered therein complete in all respect as per the specification and general conditions, at the rates entered in the attached contract schedule of prices in the tender. Our offer is valid up to 180 days from the date of tender opening and the prices, which are on firm basis, will remain valid till completion of the work.
2. I/We hereby undertake to have the works completed within the time specified in the tender.
3. I/We certify to have purchased a copy of the specification by remitting cash demand draft and this has been acknowledged by you in your letter No dated
4. In the event of work order being decided in my/our favour, I/We agree to furnish the composite Bank Guarantee in the manner acceptable to ORISSA POWER TRANSMISSION CORPORATION LIMITED and for the sum as applicable to me/us as provided in the general conditions of contract (Section-II) of this specification within 15 days of issue of Letter of Award, failing which I/We clearly understand that the said work order will be liable to be withdrawn by OPTCL.

Signed this day of2013.

Yours faithfully,

Signature with designation &

Seal of Tenderer.

(This form should be duly filled in by the tenderer and submitted along with the original copy of tender)

ANNEXURE - III

ABSTRACT OF TERMS AND CONDITIONS

1. Earnest Money furnished
 - (a) Cash
 - (b) Bank Guarantee
 - (c) Bank Draft
 - (d) Proof of support of EPM
Regn/DGS&D/NSIC
2. Validity(Whether agreeable to OPTCLterm.
3. Price
4. Rate of Sales Tax
5. Rate of Custom Duty
6. Rate of Exise Duty
7. Rate of Sales Tax
8. Rate of Service Taxes
9. Rate of other taxes/levies/duties
10. Nature of price: Firm
11. Testing charges, if any.
12. Supervision charges per day for Engineer/Supervisor:
13. Terms of payment :

Whether agreeable to OPTCL's terms or not?	Yes/No
--	--------
14. Schedule date of completion of work:

Whether agreeable to OPTCL's terms.	Yes/No
-------------------------------------	--------
15. Guarantee:

Whether agreeable to OPTCL's terms.	Yes/No
-------------------------------------	--------
16. Penalty:

Whether agreeable to OPTCL's terms.	Yes/No
-------------------------------------	--------
17. Whether agreed to furnish 10% composite bank guarantee (in case of Yes/No outside state firms [@ 8.5% of contract value in case of State SSI units] in case his tender becomes successful:

18. Whether agreed to Technical Specifications and drawings: Yes/No
19. Contractor's name & address:
20. Whether agreed for special terms & conditions of OPTCL
21. Whether agreed to pay interest on Mobilisation Advance
22. Whether agreed to engage own security at own cost
23. Whether agreed to get the Project License at own cost
24. Whether agreed to deposit the statutory fees
25. Whether OPTCL have offloaded any work due to non performance during last five years
- 26 Delivery (Period in month from the date of P.O.

SIGNATURE OF TENDERER

NAME: & DESIGNATION:

ANNEXURE - IV

PERSONNEL CAPABILITIES

Name of Applicant:

Details of persons available with necessary qualifications and experience in erection of transmission lines, both managerial supervisory & workmen with necessary license/workman permit issued by the Electrical Licensing Board, Orissa shall be furnished in the following formats.

A) PERSONNEL IN MANAGERIAL POSITION:

Sl. No.	Name of person with designation	Educational/ Tech.	Year of experience	Details of License from ELB (O)

		Qualification		
--	--	---------------	--	--

A) PERSONNEL IN SUPERVISORY POSITION:

Sl. No.	Name of person with designation	Educational/ Tech. Qualification	Year of experience	Details of Licence from ELB(O)
---------	---------------------------------	--	--------------------	--------------------------------

A) PERSONNEL IN WORKMEN CATEGORY:

Sl. No.	Name of person with designation	Educational/ Tech. Qualification	Year of experience	Details of Licence from ELB(O)
---------	---------------------------------	--	--------------------	--------------------------------

ANNEXURE – V

EQUIPMENT CAPABILITIES

- **Name of the Applicant:**

The bidder shall provide as the capability to meet the requirements for each and all items of equipment in their possession, for manufacturing, erection and testing in the following format:

(A) Erection

Sl. No.	Description of equipment	Model/ Power rating	Capacity	Year of manufacture
---------	--------------------------	------------------------	----------	---------------------

(A) Testing:

Sl. No.	Description of equipment	Model/ Power rating	Capacity	Year of manufacture

ANNEXURE – VI

FINANCIAL CAPABILITY

A ANNUAL TURNOVER:

Name of the bidder:

(The bidder is requested to complete the information in this Annexure. The information supplied should be the annual turnover duly audited by the Chartered Accountant for preceding three years for work in progress or completed).

ANNUAL TURNOVER DATA:

YEAR	TURNOVER	INDIAN RUPEES

B The bidder shall also furnish the following information:

1 Name of Banker:

- 2 Address of Banker:
- 3 Telephone:
4. Contact Name and Title:

FAX, Financial information In Rupees	Actual previous three years			Projected: Next two Years:
	1.	2.	3.	4. 5.

1. Total assets:
2. Current assets:
3. Total liabilities:
4. Current liabilities
5. Profit before taxes:

(C) Proposed sources of financing:

Sources of financing	Amount (Rs.)
1.	
2.	
3.	

Attach audited financial statements for the last three years.

ANNEXURE - VII

EXPERIENCE RECORD

The bidder shall furnish details of work orders for similar nature of erection work received during the last three years and already completed and under execution.

Sl. No.	Work order/ No. & Date	Name & address of the owner	Value of contract	Scheduled date of delivery/completion of work	Slippage with	Remarks
---------	------------------------	-----------------------------	-------------------	---	---------------	---------

ANNEXURE - VIII

DEVIATION SCHEDULE

Tenderer shall enter below particulars of his alternative proposals for deviation from the specification, if any.

(A) Technical

Sl. No.	Clause No. of Specification	Particulars of deviation	Price

Date:

Place:

SIGNATURE OF TENDERER

NAME:

DESIGNATION:

(SEAL)

(B) Commercial

Sl. No.	Clause No. of Specification	Particulars of deviation	Price

Date:

Place:

SIGNATURE OF TENDERER

NAME:

DESIGNATION:

(SEAL)

ANNEXURE - IX

LITIGATION HISTORY

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)
-------	-----------------------------	---	--

ANNEXURE-XII

FORM OF COMPLETION CERTIFICATE

.....

(Name of the Contractor)

To

Date.....

Loan No.....

Contract No.....

(Name and address of the Owner)

Sir,

Pursuant to Conditions of the Contract entered into between yourselves and the Owner 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 Owner 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

(Project Manager)

ANNEXURE-XIII

FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE

(Name of the Contract)_____

To

Date.....

Loan No.....

Contract No.....

(Name and address of the Owner)

Sir,

Pursuant to Conditions of the Contract entered into between yourselves and the Owner 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 Owner 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

ANNEXURE - XIV

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Ref _____ Date _____ Bank Guarantee No: _____

1 In accordance with invitation to Bid No. _____ Dated _____ of
ORISSA POWER TRANSMISSION CORPORATION LTD. [OPTCL][herein after
referred to as the OPTCL for the purchase of

Messers _____

Address _____

_____ wish/wished to participate

in the said tender and as a Bank Guarantee for the sum of

Rs. _____ [Rupees _____

Valid for a period of 240 days [Two hundred forty days] is required to be
submitted by the Tenderer. We the

_____ [Indicate the Name of the Bank]

[Hereinafter referred to as 'the Bank'] at the request of M/S

[Herein after 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 [Procurement] ORISSA

POWER TRANSMISSION CORPORATION

LTD. _____

_____ [Indicate designation of the purchaser]

an amount not exceeding Rs. _____ to the OPTCL, without any
reservation. The guarantee would remain valid up to 4.00 PM of

[date] and if any further extension to this is required, the same will be
extended on receiving instructions from

the _____ on whose

behalf this guarantee has been issued.

1. 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 the OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OPTCL by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the 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. _____

2. We undertake to pay the OPTCL any money so demanded notwithstanding any dispute or disputes so raised by the contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

3. 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 240 days [two hundred forty days] 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 Managing Director, ORISSA 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 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.

5. We, the _____ further agree with the OPTCL that

[Indicate the name of the Bank]

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 any 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 of any such variation, postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the OPTCL or any indulgence by the 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 or the supplier [s].

7. We, _____ lastly undertake not revoke this [Indicate the name of the Bank]

Guarantee during its currency except with the previous consent of the OPTCL in writing.

8. We the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Orissa.

Dated _____ Day of _____

Witness ((Signature, names & address)

1.

2.

For _____

[Indicate the name of Bank]

ANNEXURE – XV

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT ,
PAYMENT AND PERFORMANCE

This Guarantee Bond is executed this _____ day of _____
2011 by us the _____ Bank at _____

P.O. _____ P.S. _____

District _____ State _____

WHEREAS the ORISSA POWER TRANSMISSION CORPORATION LTD., a body
corporate constituted under the Electricity Act, 2003 [hereinafter called "the
OPTCL" which shall include its successors and assigns has placed orders No.

_____ Date _____ [hereinafter called "The Agreement"] on
M/s. _____

[hereinafter called "The Supplier"] which shall include its successors & assigns for
supply of materials.

AND WHERE AS the supplier has agreed to supply materials to the OPTCL in terms
of the said agreement AND

WHEREAS the OPTCL has agreed [1] to exempt the supplier from making payment
of Security [2] to release 100% payment of the cost of materials as per the said
agreement and [3] to exempt from performance guarantee on furnishing by the
Supplier to the OPTCL, a Composite bank Guarantee of the value of 10 % [ten
percent] of the contract price of the said agreement.

NOW THEREFORE, in consideration of the OPTCL having agreed [1] to
exempt the Supplier from making payment of Security [2] releasing 100% payment
to the Supplier and [3] to exempt from furnishing performance guarantee in terms
of the said agreement as aforesaid, we, the _____
[Bank][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 by or would be caused to or suffered by the OPTCL by reason of any breach
by the said Supplier [s] of any of the terms or conditions contained, in the said
agreement.

We the (_____ Bank) do hereby undertake to pay the
amounts due and payable under this guarantee without any demur, merely
on demand from the OPTCL stating that the amount claimed is due by way of

loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Supplier [s] of any of the terms or conditions, contained in the said agreement or by reason of the supplier'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_____

3. We the _____ Bank} also undertake to pay to the OPTCL any money so demanded not withstanding any dispute or disputes raised by the supplier [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 Supplier [s] shall have no claim against us for making such payment.

4 We, (_____ Bank) 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 do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Managing Director, ORISSA POWER TRANSMISSION CORPORATION LTD. certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier [s] and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the [Date _____], we shall be discharged from all liability under this guarantee thereafter.

5. We,(_____ Bank) further agree 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 agreement or to extend time of performance by the said Supplier [s] and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said supplier [s] or for any forbearance, act or omission on the part of the OPTCL or any indulgence by the OPTCL to the said Supplier [s] or by any such matter or thing whatsoever which under the law relating to sureties would but these provisions 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 and supplier [s].

6.This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].

7.We,[_____ Bank] lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

8. We the _____ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the state of Orissa.

Date at _____ the, _____ day of _____

For _____

[Indicate the name of the bank]

Witness (Name, Signature & Address)

1.

2.

**ANNEXURE – XVI (A)
BID PROPOSAL SHEET**

(PRICE SCHEDULE FOR SUPPLY)

ORISSA POWER TRANSMISSION CORPORATION LIMITED

REPLACEMENT OF ACSR PANTHER CONDUCTOR BY HTLS CONDUCTOR IN Package-I, 132KV Chandaka-Mancheswar circuit-I & II (D/C 132KV Chandaka-Ranasingpur line (S/C) & for Package-II, 132KV Joda-Barbil Single circuit (S/C) 132 KV Mendhasal Khurda Single circuit (S/C), BID DOCUMENT No.: 02/13-14.

(Materials Price Break-up of Ex-works Prices against the Project)

Sl.	Description of Materials (As per Technical Specification)	UNITS	Quantity	Unit Ex-works price/ FOB price	Total Ex-Works price/ FOB price	Mode of Transaction (Direct or Bought out)	Total Taxes & Duties applicable for transaction between bidder and OPTCL and not included in the price at column 6. (For bought out items, taxes & duties excluding Octroi/Entry tax are invariably)				Total price (6+8+9+10+11)
							Custom Duty	Exise Duty	VAT/ Sales Tax	Other Levies if any	
1	2	3	4	5	6	7	8	9	10	11	12
1	HTLS Conductor to carry minimum current of 800A with hardware and accessories for Package-I, 132KV Joda-Barbil Single circuit (S/C) & 132 KV Mendhasal Khurda Single circuit (S/C), (All Road Crossings/Building crossings are to be provided with Double Tension /Suspension Fittings)	Km	(i)29 (Package-I)								
2	SPARES (5% of the requirement at Sl.-1 above)										
3	TOOLS & TACKLES (such as Splice, Die,										

<p>Hi-Tech Compound, Alnox Electrical Joint Compound, 100 Ton Press Head, 10,000 Psi Gas Hyd. Pump, Roller Array Stringing Block, Friction Sock Tape)</p> <p>(Any other materials required for future maintenance) (Lump Sump price to be mentioned in column No</p>										
---	--	--	--	--	--	--	--	--	--	--

**ANNEXURE – XVI (A)
BID PROPOSAL SHEET**

(PRICE SCHEDULE FOR SUPPLY)

ORISSA POWER TRANSMISSION CORPORATION LIMITED

REPLACEMENT OF ACSR PANTHER CONDUCTOR BY HTLS CONDUCTOR IN Package-I, 132KV Joda-Barbil Single circuit (S/C)& 132 KV MendhasalKhurda Single circuit (S/C),BID DOCUMENT No.: 21/2013-14.

(Materials Price Break-up of Ex-works Prices against the Project)

Sl.	Description of Materials (As per Technical Specification)	UNI TS	Quan tity	Unit Ex- works price/ FOB price	Total Ex- Works price/ FOB price	Mode of Transa ction (Direct or Bough t out	Total Taxes & Duties applicable for transaction between bidder and OPTCL and not included in the price at column 6. (For bought out items, taxes & duties excluding Octroi/Entry tax are invariably				Total price (6+8+ 9+10 +11)
							Cust om Duty	Exise Duty	VAT/ Sales Tax	Other Levies if any	
1	2	3	4	5	6	7	8	9	10	11	12
1	HTLS Conductor to carry minimum current of 800A with hardware and accessories for Package-I, 132KV Joda-Barbil Single circuit (S/C) 132 KV Mendhasal Khurda Single circuit (S/C), (All Road Crossings/Building crossings are to be provided with Double Tension /Suspension Fittings)	Km	(i)29 (Pack age-I)								
2	SPARES (5% of the requirement at Sl.-1 above)										
3	TOOLS & TACKLES ((such as Splice,Die, Hi-Tech Compound,										

Alnox Electrical Joint Compound, 100 Ton Press Head, 10,000 Psi Gas Hyd. Pump, Roller Array Stringing Block, Friction Sock Tape)										
--	--	--	--	--	--	--	--	--	--	--

(Any other materials required for future maintenance) (Lump Sump price to be mentioned in column No

ANNEXURE – XVI (B)

BID PROPOSAL SHEET

(PRICE SCHEDULE FOR ERECTION)

ORISSA POWER TRANSMISSION CORPORATION LIMITED

REPLACEMENT OF ACSR PANTHER CONDUCTOR BY HTLS CONDUCTOR IN Package-I, 132KV Joda-Barbil Single circuit (S/C) & 132 KV Mendhasal-Khurda Single circuit (S/C) LINE,

BID DOCUMENT No.: 21/13-14

(Equipment/Materials Price Break-up of Ex-works Prices against the Project

Sl.	Description of Materials (As per Technical Specification)	UNITS	Quantity (Circuit Kilo meter)	Unit Price	Total Amount
1	PACKAGE-I, Dismantling of existing ACSR Panther Conductor with hardware fittings in 132KV Joda-Barbil Single circuit (S/C) & handing over the same at OPTCL store.	Km	12.0		
2	PACKAGE-I, Erection of HTLS Conductor with hardware & accessories in the above line.	Km	12.0		
3	PACKAGE-I, Dismantling of existing ACSR Panther Conductor with hardware fittings in 132 KV Mendhasal Khurda Single circuit (S/C) line & handing over the same at OPTCL store.	Km	17.0		
4	PACKAGE-II, Erection of HTLS Conductor with hardware & accessories in	Km	17.0		

	the above line				
--	----------------	--	--	--	--

TOTAL BID PRICE : Supply Price inclusive of Taxes -

Erection Price inclusive of Taxes -

ANNEXURE – XVI (C)

BID PROPOSAL SHEET

(PRICE SCHEDULE FOR SPARE PARTS)

ORISSA POWER TRANSMISSION CORPORATION LIMITED

REPLACEMENT OF ACSR PANTHER CONDUCTOR BY HTLS CONDUCTOR IN Package-I, 132KV Joda-Barbil Single circuit (S/C) & 132 KV Mendhasal-Khurda Single circuit (S/C) LINE,

BID DOCUMENT No.: 21/13-14

(Equipment/Materials Price Break-up of Ex-works Prices against the Project

Sl.	Description of Spares	UNITS	Quantity (Circuit Kilo meter)	Unit Price	Total Amount
1					
2					
3					
4					
5					
6					

7					
8					
9					
10					
11					
12					
13					
14					

ANNEXURE - XVI (D)

BID PROPOSAL SHEET

(PRICE SCHEDULE FOR MAINTENANCE TOOLS & TACKLES)

ORISSA POWER TRANSMISSION CORPORATION LIMITED

REPLACEMENT OF ACSR PANTHER CONDUCTOR BY HTLS CONDUCTOR IN Package-I, 132KV Joda-Barbil Single circuit (S/C) & 132 KV Mendhasal-Khurda Single circuit (S/C) LINE,

BID DOCUMENT No.: 21/13-14

(Equipment/Materials Price Break-up of Ex-works Prices against the Project

Sl.	Description of Maintenance tools & tackles.	UNITS	Quantity (Circuit Kilo meter)	Unit Price	Total Amount
1					
2					

3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

ANNEXURE - XVII

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

(Entire Materials consignment in one lot)

(On non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

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

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

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

NOW THEREFORE, This Indemnity Bond witnessed as follows:

1. That in consideration of various materials 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 Materials. The Contractor hereby acknowledges receipt of the Materials as per dispatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Materials duly endorsed by in favour of the Contractor shall be construed as handing over of the Materials purported to be covered by such title documents and the Contractor shall hold such Materials 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 Materials at project Site against all risks, whatsoever till the materials 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 Materials.
3. The Contractor undertakes that the Materials shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the Materials 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 Materials free from all encumbrances, charges or liens of any kind, whatsoever. The Materials 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.

4. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Materials 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 Materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials 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

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

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 - XVIII

CONTRACT AGREEMENT

THIS SERVICE CONTRACT AGREEMENT No._____/10-11 (also referred to as 'Service Contract / the Second Contract') is made this the _____ day of _____ between the **Sr. General Manager, Central Procurement Cell, (Empowered Officer), Orissa Power Transmission Corporation Limited, Janapath, Bhubanaeswar-751 027** (hereinafter called "the Owner" and also referred to as "OPTCL") of one part and _____ M/S_____(name of the contractor) _____a company incorporated under the laws of companies act 1956 and having its principal place of business at _____(Adress of the contractor)____ and registered office at _____(Registered address of the contractor) hereinafter called "the Contractor"

Whereas the Owner desires that certain contracts should be executed by the contractor, viz. **"Replacement of ACSR Panther conductor by HTLS conductor in 132KV Joda-Barbil &132 KV Mendhasal Khurda on Turn key basis"**, as per Bid Specification. **BID SPECIFICATION NO Sr.G.M-CPC-TENDER-UPGRADATION OF CONDUCTOR-21/2013-14.**as detailed in the Tender Document & Contractor has agreed and accepted for the execution of this contract at a sum of Rs. _____(Rupees_____ only)inclusive of all Taxes & Duties except Service taxes and Entry taxes which shall be reimbursed to the Contractor (hereinafter called " the contract price"), as per actual on production of documentary evidence.

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.

1. The following documents shall be deemed to form and be read and construed as integral part of this agreement, viz.
 - i) This contract agreement.
 - ii) The Tender Specification. (Both technical & commercial)
 - i) The Condition of contract.
 - ii) The contract Data
 - iii) The Bid documents submitted along with the Offer No._____ dated _____and
 - iv) All correspondences made there after
 - vi) The Owners LOA, SR-GM-CPC- _____
 - vii) LOA No. SR.GM-CPC _____dated _____.
2. The LOA issued by OPTCL for the referred order, which shall also form the part of this agreement.
3. In Consideration of the payments to be made by the Owner to the contractor as hereinafter mentioned, the contractor hereby covenants with the Owner to execute the contract and to remedy the defects therein, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by the Owner.
- 4 The Owner hereby covenants to pay an amount of 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 as may become payable under the provisions of the contract in accordance with the terms & conditions of the contract.
- 5 The terms & procedures of Payment according to which the Owner will reimburse the contractor as per tender specification No. 46/2012-13.
- 6 The time of completion shall be one hundred eighty (180) days from the date of issue of the LOA.

- 7 The contract agreement no-_____ has also been made on the _____ day of _____2013 between the Owner and the contractor for the Ex-Works /FOB Supply contract (hereinafter referred to as the "First contract") for the subject package which includes Ex-works/FOB supply of all equipments& materials interalia including the Supply, Erection, Testing & Commissioning for the complete execution of the work on Turn key basis
- 8 The contractor shall be overall responsible to ensure the execution of the contract to achieve successful completion and taking over of the facilities by the Owner as per the requirements stipulated in the contract. It is expressly understood and agreed by the contractor that any default or breach under the Contract and any such breach or occurrence or default giving the Owner a right to terminate the Contract either in full or in part, and/or recover damages there under as well.. It is also expressly understood and agreed by the contractor that the equipment/materials supplied by the contractor when installed and commissioned by the contractor shall give satisfactory performance in accordance with the provisions of the contract.

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

Signed by for and on behalf of

_____ (the Contractor) with

Firm's Seal

Signed by for and on behalf of

OPTCL (the Owner)

(Sri _____)

Sr. General Manager (CPC)

OPTCL -Janapath

Bhubaneswar-751022.

In the Presence of

1. Witness-1

(Name & Address)

(1). Witness-1

(Name & Address)

2. Witness-2

(Name & Address)

(2) Witness- 2

(Name &Addr

ANNEXURE - XIX
PROFORMA OF APPLICATION FOR PAYMENT

Project :
 Material 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 whichever is applicable]
 - Initial advance
 - Interim payment as advance
 - Progressive payment against dispatch of equipment
 - Progressive payment against receipt of equipment at site
 - Progressive payment against Erection
 - Ocean freight & marine insurance

Inland transportation

Inland insurance

Price adjustment

Extra work not specified in Contract

(Ref. Contract change Order No.)

Other (specify)

Final payment

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 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 - XX

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 Owner 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 argument in the event that the

contractor fails to commence or fulfill its obligations under the terms of the said advance payment to the Owner.

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 of 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 Owner 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).

Yours truly,

Name of the Bank

Authorized signature

Signature of witness_____

Name_____

Address_____

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

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:

- (a) by a reputed bank located in the country of the Owner and acceptable to the Owner or
- (b) By a foreign bank confirmed by either its correspondent bank located in the country of the Owner which should be reputed and acceptable to the Owner, or a Public Sector Bank in the country of the Owner.

ANNEXURE – XXI

FORM OF UNDER TAKING

(To be submitted along with the Price Bid & a copy of the same in the
Techno-Commercial Bid)

To

The Sr. G.M (CPC)
OPTCL, Bhubaneswar

Ref: (i) Tender Notice No.
(ii) Tender Specification No.

Having read the Clause No.36 (a to f) procedure for evaluation of the price bid of instruction to Bidders, I/we understand & hereby declared and undertake that

- (i) any item/ items, which is/are completely missed / omitted / replaced with an irrelevant content or left blank (price not quoted) in our price bid, the same shall be evaluated by incorporating the highest quoted price of said item from amongst all other qualified bidders. The bid price so evaluated shall fix the relative position of the bidders for evaluation purpose only. AND

- (ii) the said item/ items which is/are completely missed / omitted / replaced with an irrelevant content or left blank (price not quoted) in our price bid, shall be supplied /erected & installed by us, free of cost, in the event, the contract is awarded in our favour, irrespective of any financial involvement on us and without any financial liability to OPTCL.

I/we further undertake that we shall abide by this declaration/ undertaking & shall not raise any dispute whatsoever, in future, as regards our price and the basis of evaluation of our price bid.

I/we hereby declare that this under taking is given at my / our free will and volition without being influenced, coerced or persuaded any manner.

Date: (Signature).....

Place: (Printed Name)

(Designation)

(Common Seal)

ANNEXURE-XXIII

Non- Judicial Stamp Paper (Rs. 100/-)

JOINT DEED OF UNDERTAKING BY THE LICENSOR

ALONG WITH THE BIDDER

THIS DEED OF UNDERTAKING executed this day of by a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Licensor" which expression shall include its successors, executors and permitted assigns), and M/s.....

incorporated under the laws of **INDIA** having its Registered Office at (hereinafter called the "Bidder"/"Supplier" which expression shall include its successors, executors and permitted assigns) in favour of (*insert name of the Purchaser*), a Company incorporated under the Companies Act of 1956 having its registered office at (*insert registered address of the Purchaser*) (hereinafter called the "Purchaser" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Purchaser" invited Bid as per its Tender Specification No. **HTLS Conductor Package** for design, manufacture, testing and supply of **High Temperature Low Sag (HTLS) conductor - Conductor** (*insert family and name of the*

Goods) on final destination site basis for **(Package** (*insert name of the package(s) along with name of the project*).

AND WHEREAS Clause Nos.of Section -, of **Bid Data Sheets [Technical Qualifying Requirements]**, forming part of the Bid Documents inter-alia stipulates that the Bidder alongwith the Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the Contract in the event the Bid submitted by the Bidder is accepted by the Purchaser resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Purchaser vide Proposal No..... dated based on Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Purchaser to the Bidder (hereinafter referred to as the "Contract") we, the Licensor and the Bidder/Supplier do hereby declare that we shall be jointly and severally bound unto the **OPTCL** (*insert name of the Purchaser*), for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of package(s) in accordance with the Contract Specifications.

- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Licensor in particular hereby agrees to depute their technical experts to the Supplier's Works as considered necessary by the Purchaser, Supplier and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the goods in accordance with Contract Specifications and if necessary the Licensor shall advise the Supplier suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Delhi shall have exclusive jurisdiction in all matters arising under the undertaking.

4.0 As a security, the Licensor shall apart from the Supplier's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Purchaser in a form acceptable to the Purchaser. The value of such guarantee shall be equal to **05%** of value of the Contract awarded by the Purchaser to the Supplier 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 unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of under the Contract. The Bank Guarantee amount shall be payable to the Purchaser on demand without any reservation or demur.

5.0 We, the Licensor and the Bidder/Supplier confirm that the licensee agreement shall be valid for a period of atleast five (5) years after the guarantee period of the goods to be supplied under the Contract.

6.0 We, the Licensor and the Bidder/Supplier 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 Purchaser discharges it. It shall become operative from the effective date of Contract.

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

WITNESS

For

Signature

Name

Name

Common Seal of Company

Office Address

.....

WITNESS

For **Bidder**

Signature

Name

Name

Designation:

Office Address

Common Seal of Company