

TP Southern ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Govt. joint venture)

Kamapalli, Courtpeta, Berhampur, Ganjam, Odisha, India -760 004

NIT No.: TPSODL/OT/2022-23/116

Corrigendum No. - I

09-01-2023

Tender Enquiry No- TPSODL/OT/2022-23/116

Tender Subject – Engineering, Supply, Erection & Commissioning of 33/11 kV Primary Sub-Stations with associated 33 kV & 11 KV lines & Construction of Independent 33 kV lines under Phase-IV of ODSSP on "Turnkey Contract Basis"

7.5 Revised Payment Terms

The payment shall be payable within **thirty (30) days** of receipt of the Contractor's invoice, subject to fulfillment of all the conditions for release of such payment. OWNER will also make progressive payment against supply of materials/equipment including spares, erection & commissioning within **thirty (30) days** of receipt of the Contractor's invoice, subject to fulfillment of all the conditions for release of respective stages of payment schedule.

A) Inception Cost

INCEPTION COST (10%) OF THE CONTRACT PRICE OF EACH RO: Inception cost of ten percent (10%) of the Contract price shall be made subject to the following:

- I. Submission of "Tax Invoice", in terms of the CGST and OGST Rules, as applicable under GST law in triplicate for claiming such inception cost.
- II. Acknowledgement of the Contract Order by the Contractor.
- III. Submission and approval of Contract Performance Bank Guarantee
- IV. Submission and Approval of Works Completion Schedule defining the Key Mile stones of project activities, survey report, BOQ based on survey report and layout/route diagram.
- V. Evidence of establishment of Project Office for the concerned Package/works.
- VI. Submission and Acceptance of unconditional & irrevocable Bank Guarantee issued in favour of TPSODL., for the equivalent amount of inception cost in accordance with the Bank Guarantee Proforma attached. The said Bank Guarantee shall be initially valid for 30 days over and above the schedule date of Contract completion period of work. If the Contract period gets extended, the Bank Guarantee shall also be extended accordingly. Besides above, any other documents as required by the Engineer-In-Charge.

Note: This advance shall be adjusted for payments made against each RO.

For Supply Component

On supply of Materials/ Equipment (including spares) Contractors shall raise Tax Invoice for the 60% of the Basic price (taxable value) of Supplies on 100% of the Basic Price (taxable value) of Supplies. TPSODL shall release progressive payment accordingly, subject to the following:

- I. On completion of supply, receipt, verification & acceptance of the materials/ equipment at Project Site / Contractor's Project Stores/TPSODL's designated Stores or such destination specified in dispatch instruction by the Authorized Officer of TPSODL/Agency engaged for the said purpose.
- II. Evidence of dispatch (Tax Invoice of the Vendor), R/R or L/R, Challan & packing list identifying contents of each shipment, Copy of Contractor's e-way bills.
- III. Contractor's detailed Tax Invoice for the 60% of the Basic price (taxable value) of Supplies along with CGST plus OGST or IGST on 100% of the Basic Price (taxable value) of Supplies as per the GST guideline.
- IV. Storage-Cum-Erection Insurance Policy / Certificate endorsing TPSODL as principal
- V. insured.
- VI. Contractor's Guarantee Certificate of Quality covering the entire Guarantee period.
- VII. Material Dispatch Clearance Certificate (MDCC) issued by TPSODL.
- VIII. Physical Verification and Acceptance of Equipment/Materials (MVAC).
- IX. Certification of Embossing/Punching/Casting/Painting by the verifying & accepting
- X. Authority as per the relevant clause.
- XI. Approved Inspection certificate.
- XII. Approved Type Test Report(s).
- XIII. Submission of Indemnity Bond equivalent to the total cost of the Materials/Equipment
- XIV. supplied.
- XV. Besides above, any other documents as required by the Engineer-In-Charge.

(II) PROGRESSIVE PAYMENT (20%):

Contractors shall raise Invoice for the 20% of the Basic price (taxable value) of Supplies (including Spares) against erection, Installation and commissioning of such materials and Equipment supplied. OPTCL shall release progressive payment accordingly, subject to the following;

- I. Invoice (20% of the Basic price (taxable value) of Supplies duly certified by the Engineering In Charge.
- II. Copy of the Tax Invoice earlier submitted at the time of releasing 60% progressive
- III. payment.
- IV. Copy of Joint Measurement Certificate (JMC) for the Erection, Installation and
- V. Commissioning of such supplied Equipment/Materials. Copy of Handing over Report is required for Spare materials.
- VI. Submission and acceptance of Material Utilization Statement.
- VII. Besides above, any other documents as required by the Engineer-In-Charge.

(III) FINAL PAYMENT (10%):

The balance Ten percent (10%) of the Contract Value shall be made as mentioned below; Contractors shall raise Invoice for the 10% of the Basic price (taxable value) of Supplies (including Spares) after successful Commissioning and takeover of each Substation with associated lines / Independent Lines under the Contract. OPTCL shall release the above payment towards supply subject to the following;

- I. Submission of 10% Invoice of Supplies duly certified by the by the Project Manager.
- II. Copy of Certificate from Electrical Inspectorate.
- III. Copy of evidence of Test charge of the works.
- IV. Submission and acceptance of final Material Reconciliation Statement for the entire works under the Contract based on the MVAC vis-à-vis JMC.
- V. Submission and approval of amended Contract Performance Bank Guarantee for the extended work completion period, if any.
- VI. Submission and approval of additional Contract Performance Bank Guarantee for the Major Equipment.
- VII. Evidence of Return of dis-mantled items, if any, to TPSODL.

- VIII. Evidence of Return of Unused OSM items, if any, to TPSODL.
- IX. Work Completion Certificate for each completed work duly certified by the Engineer-In Charge.
- X. Signing of Handing over and Taking Over Certificate.
- XI. Besides above, any other documents as required by the Engineer-In-Charge. Note: Spare materials / equipment has to be supplied separately after supply of main materials / equipment.

(C) FOR ERECTION COMPONENT

(Including Civil Works for Control Room Building, Boundary wall):

PROGRESSIVE PAYMENT (80%) FOR ERECTION, INSTALLATION AND COMMISSIONING:

On successful Erection and Installation of the works, Contractors shall raise Tax Invoice on the 80% of the Basic price (taxable value) of Erection portion along with 100% of the CGST plus OGST, or IGST on the Basic Price (taxable value) of Erection portion, as the case may be thereon.

TPSODL shall release progressive payment accordingly subject to the following;

- I. Tax Invoice on the 80% certified by the Engineer-In- Charge.
- II. Monthly Material Utilization Certificate duly certified by the Engineer-In-Charge / Project Manager.
- III. Joint Measurement certificate (JMC) jointly signed by the Engineer-In-Charge / Project Manager and the Contractor.
- IV. Return of dismantled materials, if any, duly acknowledged / certified by the concerned Engineer-In-Charge / Project Manager. Acceptance of Contract Performance Bank Guarantee.
- V. Copies of all statutory documents such as Project License, Valid Labour License, GST Registration certificate and Storage-Cum-Erection Insurance Certificate shall be furnished against the first running bill.
- VI. For Civil Works erection component, contractor shall submit copies of Pour Card, Cube Test report with the documents mentioned above.
- VII. Besides above, any other documents as required by Engineer-In-Charge / Project Manager.

FINAL PAYMENT (10%) FOR ERECTION, INSTALLATION AND COMMISSIONING PART (INCLUDING CIVIL WORK)

The balance Ten percent (10%) of the Contract Value shall be made as mentioned below; **a.** Contractors shall raise 10% of the Erection portion after successful Erection, Installation and Commissioning and takeover of each Substation with associated lines / Independent Lines under the Contract. OPTCL shall release final payment towards erection subject to the following;

- I. On Submission of Final Invoice on the 10% of the of Erection portion certified by the Project Manager.
- II. Copy of Certificate from Electrical Inspectorate.
- III. Copy of evidence of test charge of the works.
- IV. Submission and acceptance of final Material Reconciliation Statement for the entire works under the contract based on the MVAC vis-à-vis JMC.
- V. Adjustment of excess payment made, if any, arising out of the final material reconciliation statement.

- VI. Submission and approval of amended Performance Bank Guarantee for the extended work completion period, if any.
- VII. Evidence of Return dis-mantled items, if any, to TPSODL.
- VIII. Evidence of Return of Unused OSM items, if any, to TPSODL.
- IX. Work Completion Certificate for each completed work duly certified by the Engineer-In Charge.
- X. Signing of Handing over and Taking Over Certificate.
- XI. Besides above, any other documents as required by Project Manager

The Contractor shall follow and comply with TPSODL Contractor Safety Management (CSM) and annual safety plan and applicable rules and regulation as per relevant safety guidelines i.e CEA 2010 safety guidelines, CEA 2010 construction guidelines etc., pertaining to the safety of workmen, employees, plant and equipment or as may be prescribed from time to time, without any demur, protest or contest or reservations

New Clause Under SCC 7.1:

- Bidder already executing the ODSSP IV package awarded by OPTCL shall not be eligible to participate against this tender.

1.3 Revised tender Calendar

(A)	Date of sale/ availability of tender documents from TPSODL Website	From 06.01.2023 onwards
(B)	Last date and time of Payment of Tender Fee	13.01.2023 18:00 Hrs.
(C)	Last Date of receipt of pre-bid queries if any.	16.01.2023 18:00 Hrs.
(D)	Date and Time of Pre-Bid Meeting	18.01.2023 (11:00 Hrs- 17:00 Hrs). Communication shall be made by TPSODL.
(E)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	20.01.2023 15:00 Hrs.
(F)	Last date and time of receipt of Bids	30.01.2023, 18:00 Hrs.
(G)	Date & Time of opening technical bids & EMD (Envelope-1 & 2)	30.01.2023, 18:00 Hrs. onwards

Regards,

Sumit Kumar | Contracts

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TP SOUTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

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Note-This document does not require signature