



ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Registered Office: Janpath, Bhubaneswar-751022

OFFICE OF THE SENIOR GENERAL MANAGER(CPC)

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ADDENDUM NO.- IV DATED 29.11.2017 TO Invitation for Bids NO. IFB No: [CPC/JICA/ICB/04/17-18/]

Reference Identification No: [OPTCL/JICA/PKG-4]

Loan Agreement No: [ID-P245]

Ref: VOLUME-I of III: Bidding Documents (DESIGN BUILD) : Procurement of 220/132/33kV Turumunga S/S (AIS) and T/L and 132/33kV Chandipur S/S (AIS) and T/L in Odisha State of India under Package-4.

The following clauses of the Bidding Document (Design Build) are amended to the extent as given below in view of implementation of GST.

Sl No.	Page No.	Existing Clause	Amended clause
1	44	B.D.S.	ITB18.5 In respect of tax liabilities in the Employer's Country; <ul style="list-style-type: none">Plants to be supplied from abroad (Schedule-1): Custom Duty and GST to be included in the CIP.Plants manufactured within Employer's County (Schedule-2): EXW Incoterm shall mean taxable value of the supplies at the final destination under GST Law plus GST.
		ITB 18.5(a) Name of place of destination on CIP basis: KOLKATTA and VIZAG in India	ITB18.5 (a) Name of place of destination on CIP basis: KOLKATTA and VIZAG in India and place of final destination shall be GONDIA and RAJNAGAR in Odisha State of India.
		ITB18.5 (d) Place of final destination shall be GONDIA and RAJNAGAR in Odisha State of India.	ITB18.5 (d) Place of final destination shall be GONDIA and RAJNAGAR in Odisha State of India

2.	69	Schedule No. 6. Grand Summary <u>below the schedule:-</u> (Blank)	Schedule No. 6. Grand Summary <u>Following lines may be inserted below the schedule:-</u> NOTE:- i) GST/ any other taxes/duties/levies shall be inclusive in the bid price and shall not be paid/ reimbursed separately. ii) The GSTIN of OPTCL is 21AAACO7873L1Z6 which should be mentioned in the bid and the Tax Invoice to be issued by the successful Bidder. iii) Uniform GST @18% is applicable presently to both supply and Installation Portion covered under one works contract (to be treated as services under GST Act). iv) GST and other statutory levies payable by the Bidder in respect of the transaction between the Bidder and their vendors in respect of goods and services procured by them shall be included in their quoted unit price.				
3.	71	Schedule No. 8. Details of Taxes & Duties	Amended 'Schedule No. 8. Details of Taxes & Duties' Enclosed as Annexure-1				
4.	234	P.C 14. PC 14. Taxes and Duties Not Mentioned	<table><tr><td>PC 14.2</td><td>As Unit Price of the contract is inclusive of all taxes, duties, levies, including Custom duties and GST, Employer shall not bear any additional charges towards taxes, duties, levies, including Custom duties and GST.</td></tr><tr><td>PC 14.4</td><td>Any statutory variation due to revision in rate of existing Goods and Service Tax shall be paid or reimbursed based on the time of supply of Goods or Services or Both within the contractual period as per the GST Laws.</td></tr></table>	PC 14.2	As Unit Price of the contract is inclusive of all taxes, duties, levies, including Custom duties and GST, Employer shall not bear any additional charges towards taxes, duties, levies, including Custom duties and GST.	PC 14.4	Any statutory variation due to revision in rate of existing Goods and Service Tax shall be paid or reimbursed based on the time of supply of Goods or Services or Both within the contractual period as per the GST Laws.
PC 14.2	As Unit Price of the contract is inclusive of all taxes, duties, levies, including Custom duties and GST, Employer shall not bear any additional charges towards taxes, duties, levies, including Custom duties and GST.						
PC 14.4	Any statutory variation due to revision in rate of existing Goods and Service Tax shall be paid or reimbursed based on the time of supply of Goods or Services or Both within the contractual period as per the GST Laws.						

5	234	P.C	
		<div> <div>PC 26.2</div> <div>Applicable rate for liquidated damages; <i>0.5% per 1-week delay or part thereof</i></div> <div>Maximum deduction for liquidated damages shall not exceed five percent (05%) of the Contract Price.</div> </div>	<div> <div>PC 26.2</div> <div>The price (taxable value) under the GST Law (i.e. exclusive of GST) will be reduced @0.5% for each week of delay or part thereof on the undelivered portion of the materials/equipment and incomplete portion of works.</div> <div>The total amount of Price Reduction Schedule for delay under the Contract will be subject to a maximum of 5% of the total taxable value of the Contract under GST Law (i.e. exclusive of GST).</div> <div>The price reduction shall be recovered from the bills of the contractor and credit advice shall be issued by the contractor accordingly.</div> </div>
6	243	Terms and Procedures of Payment <u>Schedule No. 1. Plant and Equipment Supplied from Abroad:</u> The contractor shall send the following documents to the Employer, with a copy to the Insurance Company: b. a. Four copies of the Contractor's invoice showing the description of the Plant, Consignee, quantity, unit CIP Price and total amount.	The contractor shall send the following documents to the Employer, with a copy to the Insurance Company: b. a. Four copies of the Contractor's <u>GST Tax</u> invoice showing the description of the Plant, Consignee, quantity, unit CIP Price , <u>rate of GST(i.e ISGT or CGST plus OGST) taxable value</u> and total amount.
7	245	Terms and Procedures of Payment <u>Schedule No. 2. Plant and Equipment Supplied from within the Employer's Country:</u> Upon delivery of goods to the transporter, the contractor	Upon delivery of goods to the transporter, the contractor shall notify the following to the Employer by e-mail/fax ;

		shall notify the following to the Employer by e-mail/fax ; b. i. Four copies of the Contractor's invoice showing the description of the Goods, Consignee, quantity, unit ex-works.	b. i. Four copies of the Contractor's <u>GST Tax</u> invoice showing the description of the Plant, Consignee, quantity, unit ex-works, <u>rate of GST(i.e ISGT or CGST plus OGST) taxable value and total amount.</u>
8	246	Terms and Procedures of Payment <u>Schedule No. 4. Installation Services</u> b (i) Four copies of the contractor's Invoice showing the description of the activities, quantity, unit price and total amount.	b (i) Four copies of the contractor's <u>GST Tax</u> Invoice showing the description of the activities, quantity, unit price , <u>rate of GST (i.e ISGT or CGST plus OGST) taxable value</u> and total amount.

All other terms and conditions of the Bidding Document remain un-altered.


SENIOR GENERAL MANAGER (CPC)

**Schedule No. 8. Details of Taxes & Duties included in the
Grand Summary Price in the Schedule-6**

Sl No	Description of Applicable Tax/Levy	Item /Component Sl. No. of Bid price on which Applicable	Tax @ __%	Total Amount of Taxes /Duty/ Levies
1	Detailed breakup of the of Taxes and levies included in the Bid Price			
1(a)	Plant (including Mandatory Spare Parts) Supplied from Abroad as per scheduled-1 (i) Basic Customs Duty. (ii) GST			
1(b)	Plant (including Mandatory Spare Parts) Supplied from within the Employer's Country as per scheduled-2 (i) GST.			
1(c)	Design Services as per scheduled-3 (i) GST.			
1(d)	Installation Services as per scheduled-4 (i) GST.			
1(e)	Any other Levies other than above:(please specify)			
(i)	Central :-			
(ii)	State or Local Body :-			
	TOTAL OF TAXES AND DUTIES [Sum (a) to (e)]			

Name of Bidder_____

Signature of Bidder_____