

**IN THE HON'BLE NATIONAL GREEN
TRIBUNAL,
EASTERN ZONE BENCH, KOLKATA.**

O.A. NO.46 OF 2023/EZ

Rural Organization for Social
Empowerment (ROSE) ... Applicant

Versus

State of Odisha & Others ... Respondents

**AFFIDAVIT PURSUANT TO THE
ORDER DTD.01.05.2023**

I, Sri Udaya Kumar Mohapatra, aged about 46 years, S/o. Sri Chaitanya Mohapatra, at present working as Additional District Magistrate, Dhenkanal, At/PO/Dist. Dhenkanal, State-Odisha, do hereby solemnly affirm & State as follows:-

1. That, I am swearing this affidavit in compliance with order dtd.01.05.2023 passed by this Hon'ble Tribunal.
2. That, it is respectfully submitted that this Hon'ble Tribunal vide order dated 01.05.2023 has constituted a committee comprising of the following members:-
 - a) Senior Scientist from Odisha State Pollution Control Board
 - b) Senior Scientist from the SEIAA, Odisha
 - c) Senior Scientist from the Ministry of Environment, Forests and Climate Change, Integrated Regional Office, Bhubaneswar; and

Udaya Kumar Mohapatra

By
PRADIPTA KUMAR MOHANTY
Notary, Cuttack Town
Regd. No- ON-04/1995

- d) Collector, Dhenkanal, or his nominee (not below the rank of Additional District Magistrate).

The operative portion of the order dated 01.05.2023 is quoted hereunder;

'The Committee shall visit and inspect the site in question and submit its Report within four weeks with regard to the allegations made in the Original Application and if the allegations are confirmed, the Committee shall compute Environmental Compensation against the Respondent No.9, after giving due notice and an opportunity of being heard to him'.

Accordingly, the following Members were nominated for the committee.

1. Shri Udaya Kumar Mohapatra, Additional District Magistrate, Dhenkanal.
2. Dr. Pradepta Kumar Nayak, Environmental Scientist, State Environment Impact Assessment Authority (SEIAA), Odisha.
3. Dr. T.H. Mahato, Scientist-D, Ministry of Environment, Forest & Climate Change, IRO, Bhubaneswar.
4. Dr. Anup Mallick, Senior Environmental Scientist, R.O., State Pollution Control Board, Angul.

Udaya Kumar Mohapatra

PRADIPTA KUMAR MOHANTY
Notary, Cuttack Town
Regd. No- ON-04/1995

The Committee visited the alleged sites on 23.05.2023. The following members were also present during the visit to support the committee.

- i. Ms. Snigdharani Dhal, Sub-Collector, Dhenkanal,
- ii. Sri Sudarshan Guru, Tahsildar, Gondia,
- iii. Sri Brahmananda Sethy, I/c. Revenue Supervisor, Gondia
- iv. Sri Susant Kumar Sahoo, I/c. R.I., Nihalprasad:

In pursuance of the direction of this Hon'ble Tribunal, committee has inspected the site in question on 23.05.2023.

The details on the sites visited are mentioned hereunder:-

Site	Nihalprasad road metal quarry No.V& VI
Area of excavation	- 5.25 acres
Kissam of land	- Patita
Khata No.	- 1433/1134, 1433/1155
Plot No.	- 1241/9761, 1241/9780

3. That, in obedience to the order dtd.01.05.2023 passed by this Hon'ble Tribunal, the Joint Committee Report along with its enclosures are filed herewith for kind perusal.

4. That, the contents of the above paragraphs are true and correct to the best of my knowledge as derived

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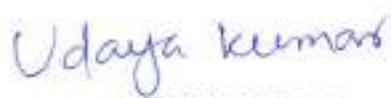
PRADIPTA KUMAR MOHANTI
Notary, Cuttack Town
Regd. No- ON-04/1995

- Udaya Kumar Mohanti

from the official records so also field enquiry report of the Joint Committee and that nothing material has been concealed therefrom.

Identified by


Advocate


DEPONENT Mohapatra
4/7/2023

VERIFICATION

I, Sri Udaya Kumar Mohapatra, aged about 46 years, S/o. Sri Chaitanya Mohapatra, at present working as Additional District Magistrate, Dhenkanal, At/PO/Dist. Dhenkanal, State-Odisha, do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge as derived from official records so also field enquiry report of the Joint Committee and that nothing material has been concealed therefrom.

Verified at Cuttack on this the 4th day of July, 2023.




VERIFICANT 4/7/2023

Solemnly sworn before me by... U.K. Mohapatra
being identified by... S.K. Nayak Advocate
at Cuttack Town Distd. 04/07/2023
(w/04/07/2023)
P.J. Mohanty, Notary, Cuttack Town.
Regd No-DM-04/1995



**OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, DHENKANAL
(Touzi Section)**

No.VI-22/2023-5848 / dt 01-07-2023

e-mail Id : dkl.touzi@nic.in
Tel. No. : (06762)225700

To

**The Advocate General
Odisha, Cuttack.**

(For kind attention of Sri Soubhagya Ketan Nayak, Learned Addl.Govt. Advocate)

Sub:

OA No.46/2023/EZ filed by Rural Organisation for Social Empowerment (ROSE) Vrs. State of Odisha and others-Submission of report of the Joint Committee regarding..

Ref:

Memo No.235(3)/AG/Dtd.22.05.2023 of O/o the Advocate General, Odisha, Cuttack.

Sir,

In inviting a kind reference to the above cited subject, it is to intimate that, the above Original Application has been filed by one Rural Organisation for Social Empowerment (ROSE) Vrs. State of Odisha and others in the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata. The Hon'ble Tribunal while admitting the matter on 01.05.2023 has adjourned the matter to 05.07.2023 passed directions in Para-14, 15 and 16 as follows:

14. Considering the allegations made, we deem it appropriate to constitute a Committee comprising of the following Members:-

- a) Senior Scientist from Odisha State Pollution Control Board;*
- b) Senior Scientist from the SEIAA, Odisha,*
- c) Senior Scientist from the Ministry of Environment, Forests and Climate Change, Integrated Regional Office, Bhubaneswar; and*
- d) Collector, Dhenkanal, or his nominee (not below the rank of Additional District Magistrate).*

Contd.....P/2.

15. The Committee shall visit and inspect the site in question and submit its Report within four weeks with regard to the allegations made in the Original Application and if the allegations are confirmed, the Committee shall compute Environmental Compensation against the Respondent No.9, after giving due notice and an opportunity of being heard to him.

16. The Office of the Collector, Dhenkanal, shall be the Nodal Office for all logistic purposes and for filing the Report of the Joint Committee on affidavit.

XXX

XXX

XXX

In view of the above direction of Hon'ble Tribunal, it is submitted that, the Joint Committee so constituted by the Hon'ble NGT vide Order dated 01.05.2023 in the referred O.A., visited the site in question on 23.05.2023 and submitted its report on 27.06.2023. The report of the Joint Committee is submitted herewith for filing of the same on affidavit before the Hon'ble NGT.

Receipt of the same may kindly be acknowledged.

Encl: As above.

Yours faithfully.


01/07/2023
Additional District Magistrate
L. Dhenkanal

Memo No. 5849 /Dt. 01.07.2023

Copy forwarded to the Tahasildar, Gondia for information and necessary action with reference to District Office L. No.4178/Touzi/Dt.08.05.2023. He is requested to co-ordinate in the matter of filing of the report of the Joint Committee on affidavit in the above OA in consultation with Sri Soubhagya Ketan Nayak, Learned Addl.Govt. Advocate, O/o Advocate General, Odisha, Cuttack, immediately.


01/07/2023
Additional District Magistrate
L. Dhenkanal

Report of Committee as per Hon'ble National Green Tribunal orders in the matter of OA no 46/2023/EZ in the matter of Rural Organisation for Social Empowerment (ROSE) Vs State of Odisha and Others.

BACKGROUND:

The Hon'ble National Green Tribunal in its order dated 01.05.2023, passed in OA No.46/2023/EZ, Rural Organization for Social Empowerment (ROSE)-Vs-State of Odisha and Others has constituted a committee comprising of following members;

- a) Senior Scientist from Odisha State Pollution Control Board
- b) Senior Scientist from the SEIAA, Odisha
- c) Senior Scientist from the Ministry of Environment, Forests and Climate Change, Integrated Regional Office, Bhubaneswar; and
- d) Collector, Dhenkanal, or his nominee (not below the rank of Additional District Magistrate)

The Hon'ble NGT has also passed the following order on dated 01.05.2023;

'The Committee shall visit and inspect the site in question and submit its Report within four weeks with regard to the allegations made in the Original Application and if the allegations are confirmed, the Committee shall compute Environmental Compensation against the Respondent No.9, after giving due notice and an opportunity of being heard to him'.

Accordingly following were nominated as a member of the committee.

1. Shri Udaya Kumar Mohapatra, Additional District Magistrate, Dhenkanal
2. Dr. Pradeepta Kumar Nayak, Environmental Scientist , State Environment Impact Assessment Authority (SEIAA), Odisha
3. Dr. T.H.Mahato, Scientist-D, Ministry of Environment, Forest & Climate Change, IRO, Bhubaneswar

4. Dr. Anup Mallick, Senior Environmental Scientist, R.O., State Pollution Control Board, Angul

The Committee visited the alleged sites on **23.05.2023**. Following were also present during the visit to support the committee.

- i. Ms Snigdharani Dhal, Sub-Collector, Dhenkanal,
- ii. Sri Sudarshan Guru, Tahsildar, Gondia,
- iii. Sri BrahmanandaSethy, I/c Revenue Supervisor, Gondia and
- iv. Sri Susant Kumar Sahoo, I/c R.I., Nihalprasad:

As per the order, the Committee is to submit report to the Hon'ble Court, on the following aspects:

- I. Violation of Rule 34 of OMMC Rules, 2016 and Production of forged/fraudulent documents such as Contract Award etc.
- II. Violation of terms and conditions under blasting activities involved in the quarrying
- III. Violation in terms and conditions stipulated in the Environmental Clearance granted by the SEIAA
- IV. illegal excavation and transportation of road metal beyond the quarry area of Nihalprasad Road Metal Quarry V & VI
- V. If violation is found, assessment of the Environmental Compensation on account of environment

In pursuance to the direction of the Hon'ble NGT, committee has inspected the site in question on **23.05.2023**.

The details on the sites visited are mentioned below:

Site -	Nihalprasad road metal quarry
Area of excavation -	5.25 acres
Kissam of land -	Patita
Khata No. -	Khata No.1433/1134, 1433/1155
Plot No. -	1241/9761, 1241/9780



Photo1: Discussion of the committee member during field visit

POINT-WISE OBSERVATION OF REPLY TO THE HON'BLE NGT'S REQUIREMENT FROM THE COMMITTEE:

After due field inspection and on verification of documents (relevant files and case record) duly produced by the Tahasildar, Gondia, the Committee observed that,

1. Allegation on quarry permit and violation of specific conditions given in Rule 34 of OMMC Rules, 2016:

- i) The OPTCL (Odisha Power Transmission Corporation Limited), a Government of Odisha undertaking organization located in Bhubaneswar has awarded erection contract of equipment/materials to M/s. Jagabandhu Enterprises Pvt Ltd, Plot No.35/B, Sec-A, Mancheswar Industrial Area, Rasulgarh, Bhubaneswar-10 vide their L.No.4792/Dt.16.08.2014 and BoQ amended vide letter No.1018(12)/Dt.29.12.2021. (**Annexure-A**).

The OMMC Rules section-34 of chapter-V says about grant of quarry permits. In this Rules it is mentioned that no quarry permit shall be granted to anybody other than the State Agencies or Project Proponents for public purposes. Since, as per Explanation-II under Rule 34 of the OMMC Rules, 2016, "Project Proponent for public purposes" shall mean any person or firm or

company executing any Government project and shall include schematic beneficiaries under Government scheme like IAY, RAY etc.; here M/s. Jagabandhu Enterprises Pvt. Ltd. executing any Government project; here 'Design, Engineering, Supply, Erection, Testing & Commissioning of

Construction of 2X20 MVA-132/33 KV Sub-station at AGARAPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur Line to 132/33 KV Grid Sub-station, Agarapada (Line length 12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No.25/2013-14 and Tender specification No. Sr. GM-CPC-TENDER-PACKAGE-25-03/2013-14'. And basing on the Contract Award of OTPCL, temporary permit was given to the user agency M/s. Jagabandhu Enterprises Pvt. Ltd. (Respondent-9) as per the provisions laid down under Rule 34 of the OMMC Rules, 2016.

- ii) The user agency is operating Nihalprasad road metal Quarry V & VI after getting temporary permit for extraction and transportation of 11,111 CuM of Road metal for the period from 30.10.2021 to 28.01.2022 in form-R basing on the EC from SEIAA, CTO from SPCB, CONTRACT AWARD of OPTCL vide L.No.2449/Dt.26.11.2022 and L.No.4792/Dt.16.08.2014.(Copy of the said temporary permit dtd 30.10.2021 is enclosed at **Annexure-A/1**).

Again the user agency was issued another Temporary permit (in Form-R) of 10,000 Cubic Meter on dt. 04.02.2022 for a period of 03 months, i.e. from dt. 05.02.2022 to dt. 06.05.2022 basing on the application dtd.17.01.2022 of the user agency with reference to the document [OPTCL letter No. Sr.M-CPC-e-Tender-Agarpada (Pkg25-03)/56/2013/1014(12)/Dt.29.12.2021, OPTCL Letter No.2449 (11)/ Dt.26.11.2020 and OPTCL Letter No.4792/Dt.16.08.2014] (Copy enclosed in **Annexure- A/2**).

Further, the user agency was issued temporary permit in Form-R) of 5,000 Cubic Meter on dt. 10.10.2022 for a period of 03 months, i.e. from dt 11.10.2022 to 09.01.2023 basing on the application dtd.07.10.2022 by the user agency and work order i.e. OPTCL letter No. Sr.M-CPC-e-Tender-Agarpada(Pkg25-03)/56/2013/1014(12)/ Dt.29.12.2021 and OPTCL Letter No.4792/ Dt.16.08.2014 (Copy enclosed in **Annexure- A/3**).

Another temporary permit was issued to the user agency in Form R of 10,000 Cum on 31.01.2023 from 01.02.2023 to 30.06.2023 with reference to the document [OPTCL letter No. 215/Dt.28.03.2022, and Letter No.1025/Dt.31.12.2021 (Copy enclosed in **Annexure- A/4**).

2. Clarification regarding production of forged/fraudulent documents such as Contract Award etc. :

As per documents available in the Tahasil Office inquired, the genuineness of the letter from OPTCL Authority vide the Tahasil Office L.No.1859/ Dt.24.05.2023. (Copy enclosed in **Annexure- A/5**). In response, the OPTCL clarified vide their L.No.402/Dt.02.06.2023 that Letter No. Sr.GM-CPC-e-Tender-Agarpada (Pkg25-03)/56/2013/4792/Dt. 16.08.2014 and Final BOQ Amended vide Letter No.,Sr.GM-CPC-e-Tender-Agarpada (Pkg25-03)/56/2013/1018(12)/ Dt29.12.2021 were issued from their office. (Copy enclosed in **Annexure- A/6**).

3. Clarification regarding blasting activities near the gas pipeline of GAIL:

On the allegation of carrying out blasting permission within 200 meters of a gas pipeline, set up by GAIL without taking permission from the GAIL authorities, raised in the Application, the Committee observed that one clarification was sought from GAIL (India) Ltd vide Tahasil Office, Gondia Letter no 4915/Dt 11.11.2020. (**Annexure-B**). In response, Gail India has furnished No Objection Certificate and clarified that the proposed land is almost 100 meter away from the GAIL pipe line vide their letter no GAIL/BBSR /Const. /Gondia /2020 Dated 14.12.2020 (**Annexure-C**). It is further submitted here that the Respondent No.9 was granted blasting permission from the Competent authority vide Order No. IX-04/2022/3383/Dt 04.04.2022 which was extended till 31.10.2022. (The copy of the blasting permission is attached herewith as **Annexure-D**).

4. **Non-compliance of conditions stipulated in the Environmental Clearance granted by the SEIAA vide letter no. 1746/SEIAA dated 16.07.2021 :**
- i. During visit mining operation has not been observed.
 - ii. Demarcation of quarry lease area by posting durable concrete pillar of 1m height not provided all along the boundary, fencing provided in part.
 - iii. During visit top soil dump has not been observed.
 - iv. Toe wall and garland drain to the OB dump not provided.
 - v. Few plantations observed near the mine office, Plantation as per CPCB guideline as well as EC condition yet to be provided.
 - vi. Crusher has been installed within one Km of the quarry.
 - vii. Clearance from Central Ground water authority for abstraction of ground water has not been furnished.

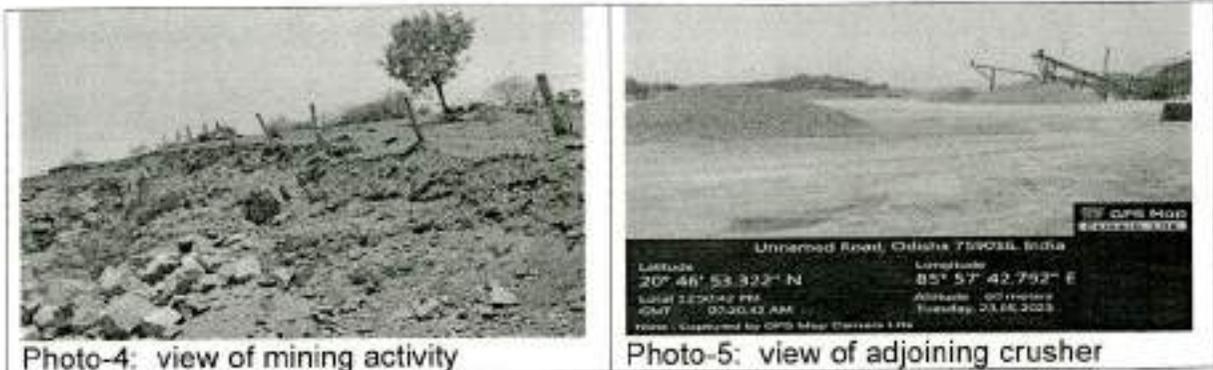


Photo-2: Toe wall and garland drain not provided



Photo-3: view of Fencing provided

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5. **Illegal excavation and transportation of road metal beyond the quarry area of Nihalprasad Road Metal Quarry V & VI :**

- i) As alleged in the Application that illegal excavation and transportation of road metal was made beyond the quarry area of Nihalprasad Road Metal Quarry V & VI over plot No.1269, the Committee observed that, the Tahasildar, Gondia has realized royalty and penalty of **Rs.3,34,435/-**(Rupees three lakh thirty-four thousand four hundred thirty-five) only from the Respondent No. 9 i.e. M/s Jagabandhu Enterprises Pvt. Ltd. relating to illegal extraction and transportation of road metal of **539 Cum** beyond the quarry area i.e. over the Plot No.1269 under Khata No.1515 which was deposited vide M.R. No.0140748/Dt.07.10.2022 of the Tahasil Office, Gondia (**Copy attached**), basing on the report submitted by the Committee comprising of Geologist and RQP. (Copies of the joint visit dtd.07.05.2022 of the Geologist and RQP, L.No.1722/Dt.09.05.2022 of the Tahasildar, Gondia and M.R. No.0140748/Dt.07.10.2022 of the Tahasil Office, Gondia are annexed as **E, E/1 and E/2**).
- ii) Further the Joint Director Geology, Dhenkanal was requested to make joint field verification with the Tahasildar, Gondia to ascertain exact quantity of extraction of minor mineral from the quarries in question i.e. Nihalprasad Road Metal Quarry Nos. V & VI under Gondia Tahasil and report whether the extraction made beyond permitted quantity and area, approved in the Mining Plan. (Copy of the Letter No.4778/Dt.23.05.2023 of O/o the Collector & District Magistrate, Dhenkanal is attached as **Annexure-F**). Accordingly, the joint team

comprising of the Tahasildar, Gondia, Revenue Supervisor, R.I., Nihalprasad, RQP and the Geologist surveyed the area in question and submitted their report dtd.31.05.2023, where it is mentioned that, total quantity of stone material allowed to permit holder for extraction is **36,222 cum** by the Tahasildar, Gondia during the period from 30.10.2021 to 30.06.2023 and quantity of material extracted from the source is approximately **36,045.9 CuM** out of which approximately **3,724 CuM** stone material has been extracted beyond the permitted area and 32,321.9 CuM within the permitted area. **(Copy of the joint field visit report dtd. 31.05.2023 is annexed as F/1)**. As per environmental clearance (EC) conditions the quantity of material allowed for extraction per annum is 40,000 cum/annum and total production in 5 years lease period is 2,00,000 cum.

6. Assessment of the Environmental Compensation on account of environment degradation:

As per report submitted by Joint Director of Geology, Dhenkanal the committee opinion that the permit holder extracted 3724 cum of stone material from outside the permitted area which illegal and accordingly, environmental compensation has been calculated for Nihal Prasad Stone quarry with reference to the order of Hon'ble NGT in O.A. No.360/2015 and CPCB guidelines:

- i) The stone material extracted beyond the lease area = **3724 cum**.
- ii) Market value of the stone material of Dhenkanal district is **₹442.00/Cum** as per the letter No.2005, dtd. 16.06.2023 of Tahasildar, Gondia, Dhenkanal.
- iii) Market value of illegally mined out stone material (D)=3724 Cum * ₹442/-
= **₹16,46,008.00**

As per methodology, if the risk categorisation is unavailable for the State, following Risk Factor and Discount Rates may be considered:

Severity	Mild	Moderate	Significant	Severe
Risk Level	1	2	3	4
Risk Factor	0.25	0.50	0.75	1.0
Discount Rate	8%	7%	6%	5%

NB:- In the present case Risk Factor (RF) is considered as 0.50.

Annual Value of Foregone Ecological Values (D*RF): ₹823004.00

Present Value (PV) of Foregone Ecological Values (@ 7% discount rate (r) and over 5 years)

$$PV = \sum_{t=1}^5 \frac{(D * RF)}{(1 + r)^t}$$

$$= \Sigma(823004 / (1+0.07)^1 + (823004 / (1+0.07)^2 + (823004 / (1+0.07)^3 + (823004 / (1+0.07)^4 + (823004 / (1+0.07)^5$$

$$= ₹7,69,162.62 + ₹7,18,843.57 + ₹6,71,816.42 + ₹6,27,865.81 + ₹5,86,790.48$$

$$= ₹33,74,478.89 \text{ or say } ₹33,74,479.00 = PV$$

Net Present Value (after netting out market value of illegally mined material)
i.e., Total *Environmental* Compensation to be levied:

$$NPV = PV - D = 33,74,479 - 16,46,008$$

$$= ₹17,28,471.00$$

7. Action taken by the Committee as per the direction of Hon'ble NGT in Para-15 of the Order dtd. 01.05.2023 in the O.A. No.46/2023/EZ:

As per the direction of Hon'ble NGT in Para 15 of the present Original Application.

i) Computation of Environmental Compensation:

An amount of ₹17,28,471.00/- (Rupees seventeen lakhs twenty eight thousand four hundred seventy one only) environmental compensation liable to be paid by the permit holder for extraction of stone from the area outside

permitted area in contravention to the approved mining plan and Environmental Clearance.

ii) Giving due Notice and opportunity of being heard to the Respondent No.9:

M/S Jagabandhu Enterprises Pvt Ltd. Represented through its Managing Director, Sri Jagabandhu Muduli, Plot No.35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar, Pin-751010 i.e. Respondent No.9 has been issued notice for hearing vide District Office Letter No.5657/Dt.27.06.2023 (Annexure- G)

8. Recommendation:

- i. Therefore the amount of ₹17,28,471.00/- (Rupees seventeen lakhs twenty eight thousand four hundred seventy one only) environmental compensation is liable to be paid by the permit holder for extraction of stone from the area outside permitted area in contravention to the approved mining plan and EC.
- ii. The lessee should comply the non-compliance conditions of accorded environmental clearance (EC).

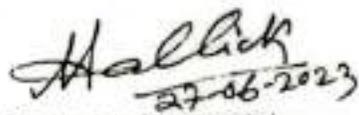
Conclusion:

The members of the committee unanimously are of the view that there are certain lapses by the user agency, M/S Jagabandhu Enterprises Pvt. Ltd, as above with respect to abiding the Laws on Environment and Mining and Revenue laid down by the State. Necessary action will be initiated as per the direction of the Hon'ble NGT.


27/6/2023
Additional District Magistrate (Revenue)
Dhenkanal


Senior Scientist (IRO of MoEF& CC)
Bhubaneswar


Senior Scientist, SEIAA
Odisha, Bhubaneswar


27-06-2023
Senior Environmental
Scientist, SPCB, Odisha



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)

Registered Office: Janpath, Bhubaneswar-751022

OFFICE OF THE SENIOR GENERAL MANAGER (CPC)

Telephone No.0674-2541801

Fax No.0674-2542964

No. Sr. G.M-^{CPC}e-tender -Agarpada(Pkg:25-03) / 56 / 2013

4792

Date: 16/08/19

From,
The Sr. General Manager [CPC], OPTCL,
Bhoinagar, Bhubaneswar-22

To
M/s Jagabandhu Enterprises Pvt Ltd,
Plot No-35/B, Sec-A, Mancheswar Industrial Area,
Rasulgarh, Bhubaneswar-10,
E-mail: -sunilmuduli@jagabandhuenterprises.com,
jepl_dbnr@rediffmail.com

'LETTER OF AWARD FOR ERECTION CONTRACT OF EQUIPMENT
/MATERIALS' (Second Contract)

Sub: Letter of Award of Second Contract for Installation (ERECTION) including civil works for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV L.J.O line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

SCOPE OF WORK:

(I) Scope of work for construction of 2X20 MVA, 132/33 KV Sub-station at AGARPADA is as follows:

(a)

1	132 KV bay	05 Nos.	Feeder bay-02, Transformer bay-02, Bus-coupler bay-01
2	33 KV Bays:	07 Nos	Feeder bay- 04, Transformer bay-02, B/C Bay-01
3	Unequipped bays	04 Nos	132 KV bay- 02 Nos & 33 KV bay- 02 Nos. Proposed bays shall be unequipped but with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays

True copy

23/06/2023
TAHASILDAR
GONDIA

(b) Supply and installation of equipment/materials as per BPS (including all civil works) with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc.

(c) Testing and commissioning of bay extension at Sub- station & its accessories.

(d) Handing over of the completed system to the Owner.

(e) Satisfactory conclusion of the Contract.

(II) Scope of work for construction of associated 132 KV LILO line is as follows:

(a)

1	132kvSC transmission line	12.7 KMS	132 kV LILO Line on 132KV Bhadrak-Anandpur Line to 132/33KV GRID S/s, AGARPADA.
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(b) Transmission Line route survey of entire stretch, Settlement of all issues related to right of way.

(c) Supply and installation of equipment/materials as per BPS (including all civil works) with required tower foundations, supply & erection of tower structures with insulators etc .

(d) Testing and commissioning of Transmission Line & accessories.

(e) Handing over of the completed system to the Owner

(f) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station or as directed by the Engineer In charge.

(g) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14

Ref: This has reference to the following:

(i) Our Invitation for Bids (DCB) vide e-TENDER NOTICE NO- 25 / 2013-14

(ii) Bidding Documents for the subject package issued to you. Spec No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 comprising the followings.

(A) COMMON DOCUMENT:

- (1) Bidding Instruction(Section: INV & INB (Vol-I).
- (2) General Conditions of Contract-Section-GCC(Vol-IA).
- (3) Erection Conditions of Contract-Section-ECC(Vol-IA).
- (4) Special Conditions of Contract(Vol-IA).
- (5) Technical Specifications & General Technical Conditions(Vol-II).

(B) PACKAGE SPECIFIC DOCUMENT:

- (6) Technical Data Sheets & Scope of work (Vol-IIA).
- (7) Bid Proposal sheet and Price Schedules (Vol-IB).

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(iii) Different corrigendum/clarification issued from time to time and duly uploaded in OPTCL web site.

(iv) Your Proposal for the subject package submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014

(v) Your correspondences from time to time.

(vi) We confirm having accepted your proposal submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014 read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **LETTER OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* (herein after referred to as 'SECOND CONTRACT').

Dear Sirs,

1.0 With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to place this **LETTER OF AWARD** on you for **Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 at a total cost of ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only (after arithmetical corrections, including taxes & duties (except entry taxes) as per the following break up:**

(B) SECOND CONTRACT (ERECTION PORTION):

Civil works & Erection of Equipment and Materials, Schedule 2C substation.	
Electrical works (Part-A)	₹ 89,80,914.21
Civil works (Part-B)	₹ 7,67,03,577.89
Civil works & Erection of Equipment and Materials, Schedule 2C transmission line.	
Electrical works (Part-A)	₹ 29,99,432.35
Civil works (Part-B)	₹ 1,06,74,461.08
ERECTION CONTRACT PRICE	₹ 9,93,58,385.53

Total (R/O): ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only.

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(i) The above price as per bidding condition is inclusive of all taxes and duties, cess and levies and except service tax which shall be paid extra as applicable against production of documentary evidence.

2.0 NATURE OF PRICE: - {(*) SCC- Vol-IA}

The above prices are subject to provision of price variation/adjustment as per bidding condition for Sub-station & Line.

For all purpose latest IEEMA circular on PV shall be followed.

3.0 APPLICABLE TAXES:-

(i) The above price as per bidding condition is inclusive of all taxes and duties and levies except service tax.

(ii) Service Tax: -Service tax shall be paid extra as applicable against production of documentary evidence.

(iii) PAN No.: -You have to furnish the PAN of your firm as required under IT Act before execution of the above order.

(iv) TDS on IT: IT shall be deducted from your bills as applicable from time to time (The present rate being @ 2%).

(v) WORK CONTRACT TAX or VAT: WCT shall be deducted from your bills as applicable from time to time (the present rate being @4%).

(vi) Building & other construction workers welfare Cess: Shall be deducted from bills as applicable from time to time(the present rate being @1%).

4.0 QUANTITY VARIATION :(Refer Cl. 9.0 of SCC)

The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor shall be responsible for supply and execution of such extra quantities for completion of the entire work under their scope and they shall be paid for such extra quantities at the unit rate indicated in the LOA. However, payment shall be made after approval of the extra quantity executed, by the competent authority.

4.1 TYPE TEST CERTIFICATE.

Where valid type test certificate of materials during last five years are available OPTCL shall not insist for further type test.

5.0 PAYMENT: - Refer Cl. No.34 of GT&CC &

5.1 TERMS OF PAYMENT: - Refer Cl. No. 8 of SCC.

Payment for Erection and commissioning work:

(i) 90% cost of erection shall be paid as running bill within 30 days on production of the bill to the engineer in charge on verification thereof after completion of erection work , testing and commissioning of the respective items and on certification of the same by the owner.

(ii) Balance 10% cost of the erection shall be paid only after satisfactory commissioning of the project and handing over to OPTCL.

The details of the terms of payment for Erection Contract for (a) Construction of Control Room Building,(b) Construction of Colony Quarters & (c) Construction of Boundary Wall are as indicated below.

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A) Construction of Switch yard Building (Control room Building: (Double Storied)

Sl No.	Description of Stages	Payment Terms
1	RCC as per Contract:	
1.1	Ground Floor	(60% of total price)
1.1.1	Up to plinth level	15% of 60% of ordered price i.e. 9% of the total value
1.1.2	Up to lintel level	30% of 60% of ordered price i.e. 18% of the total value
1.1.3	After roof casting	55% of 60% of ordered price i.e. 33% of the total value
1.1.4	First Floor	(40% of total price)
1.1.5	(1) Up to lintel level	35% of 40% of ordered price i.e. 14% of the total value
1.1.6	(2) After roof casting	65% of 40% of ordered price i.e. 26% of the total value
2	Brick masonry work as per contract	
2.1	(1) Ground Floor	60% of the total price
2.2	(2) First Floor	40% of the total price
3	Flooring as per Contract	
3.1	(1) Ground Floor	55% of the total price
3.2	(2) First Floor	45% of the total price

B) Construction of Colony Quarters:

Sl No.	Description of Stages	Payment Terms
1	'D'-type as per contract	
1.2	Up to plinth level	10% of the ordered price
1.2	After brick work	15% of the ordered price
1.3	After roof casting	30% of the ordered price
1.4	After complete in Full shape	45% of the ordered price
2	'E' type as per contract	
2.1	Ground Floor	(60 % of total price)
2.1.1	Up to plinth level	10% of 60% of the ordered price i.e. 6% of the total price
2.1.2	After brick work	15% of 60% of the ordered price i.e. 9% of the total price
2.1.3	After roof casting	30% of 60% of the quoted price i.e. 18% of the total price
2.1.4	After complete in Full	45% of 60% of the ordered price i.e. 27% of the

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	shape	total price
2.2	First Floor	(40% of the Total price)
2.2.1	Up to lintel level	15% of 40% of the ordered price i.e. 6% of the total price
2.2.2	After roof casting	30% of 40% of the ordered price i.e. 12% of the total price
2.2.3	After complete in Full shape	55% of 40% of the ordered price i.e. 22% of the total price

(A) Construction of Boundary Wall:

Sl No.	Description of Stages	Payment Terms
1	Excavation & bed Concrete & Foundation	20% of the ordered price pile foundation with grade beam
2	Brick Work	30% of the ordered price
3	Plastering	20% of the ordered price
4	After complete in full shape	30% of the ordered price

6.0 SOLVING OF ROW – TREE & PLANT COMPENSATION: Refer CI NO. 33.0 of SCC. The contractor shall have to solve the entire Right of Way problem at his own cost if any.

7.0 ENGAGEMENT OF SECURITY: The contractor shall have to engage his own security at his own cost till final handing over of the entire work to OPTCL.

8.0 INCENTIVE: Refer Clause No.30.0 of SCC: 0.25% of the contract price as an incentive, per completed full month (no proportionate or the part thereof) shall be given, for the projects completed before the scheduled date of completion but limiting to overall 2.5%.

9.0 COMPLETION PERIOD:- Completion period of the project is 24 (Twenty Four) months from the date of issue of the LOA. Submit the detailed work schedule accordingly.(Refer Vol-IA/ SCC /CI No. 10).

9.1 The Bidder shall include in his proposal his programme for furnishing and erecting the equipment covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing , supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the transmission line and transformers so as to achieve testing & commissioning of all equipment/materials under this Package within 24 (Twenty Four) months from the date of Letter of Award(LOA).

9.2 The schedule shall be reckoned from the date of issue of Letter of Award(LOA). Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network (in MS Project) conforming to the delivery/erection dates mentioned in Letter of Award(LOA) for review and approval. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.

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THE BAR CHART/ PERT NETWORK WILL BE THE PART OF THE CONTRACT AGREEMENT.

PROGRESS REPORTS (Cl No. 17 of SCC, Vol-IA):

During execution of the Contract, the Contractor shall furnish monthly progress reports to OPTCL in a format (in MS project) indicating the progress achieved during the month, and total progress up to the month against scheduled dates in respect of activities covered in programmes / schedules referred to above.

9.3 The provision of Liquidated Damage leviable in case of delay in completion pursuant to Clause 12.0 of SCC-Vol-IA shall become effective after the period mentioned above for successful completion of testing and commissioning.

10.0 NODAL cum PAYING OFFICER:- For the purpose of this LOA, DGM, EHT (Construction) Division, BALASORE, OPTCL shall be the NODAL cum PAYING OFFICER for this AGARPADA package under whom the Sub-stations & its associated system are being executed.

11.0 CONSIGNEE:- S.D.O., EHT[C] Sub-Division, BHADRAK shall be the consignee for the above work.

12.0 CONTRACT PERFORMANCE GUARANTEE:- Refer Cl No.40 of INB. As a Contract Performance Security, you shall be required to furnish a Performance Guarantee from any Bank as per Annexure – XV to Volume-IA, in the form attached as Annexure –II to Volume-IA in favour of the Odisha Power Transmission Corporation Ltd. The guarantee amount shall be equal to ten percent (10%) of the Contract price (**Erection portion only**) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. This performance guarantee shall be valid up to 90 days after the end of Guarantee Period. **The contractor shall furnish the Contract Performance BG in the prescribed form within 30 days of Letter of Award. (Clause No. 11 of SCC, Vol-IA).**

13.0 SIGNING OF CONTRACT: Refer Cl. No.39.0 of INB: You will prepare the Contract Agreement as per the proforma enclosed at Annexure-IX to Volume-IA and the same will be signed within 30 (thirty) days of issue of LOA.

Imp: Following documents to be furnished as per the time period indicated elsewhere in the LOA.

- (a) Performance BG should be furnished: First.
- (b) Signing of contract agreement: Second

14.0 MOBILIZATION ADVANCE:- Refer Cl. No. 8 of SCC.

14.1 Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:

- (a) Acceptance of the Letter of Award by the Contractor.
- (b) Contractor's detailed proforma invoice for claiming mobilisation advance.
- (c) An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance in accordance with the provisions of Clause 34.7.1 (i) (b), Section –GCC, Volume– I and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). The said Bank Guarantee shall be initially valid up to the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days

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beyond the actual date of successful completion of commissioning, as may be required under the contract.

On progressive payment to the Contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.

(d) An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

(e) Detailed PERT Network/Bar Chart and its approval by the Owner (Project completion schedule is enclosed).

14.2 All advance payment shall be, interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:

(a) All advance payment made shall be recovered progressively from each running bill of the contractor @10% of each bill value.

(b) The amount of interest to be recovered from a particular bill shall be calculated @10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which, the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

15.0 LICENSE: Refer Clause No. 32 of SCC:

(a) **PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.

You have to furnish the Project License for execution of the above mentioned work from the Chief Electrical Inspector, Govt. of Odisha, before commencing work on the project/furnish documents proving that you have applied for the project license with **C.E.I, Odisha**.

(b) **ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.

16.0 INDEMNITY BOND: Ref Cl No. 13 of SCC:

For the materials/equipment to be provided by the Contractor and/ or for the owner supplied items, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at Annexure -VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This INDEMNITY BOND shall be furnished by the Contractor before commencement of the supplies and shall be valid till the

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scheduled date of completion of the project, testing, commissioning and handing over of the Project to owner.

17.0 POWER, WATER & COMMUNICATION: Refer Cl No. 15 of SCC

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.

18.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc. : Ref Cl No.16 of SCC.

The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.

19.0 You have to accept the techno commercial specification of OPTCL unconditionally without any deviation and shall furnish an undertaking that you will execute the work as per the schedule of quantities (including missed out/unquoted items & without any additional financial burden to OPTCL & supply the equipment/materials as per OPTCL approved makes/vendors).

20.0 LIQUIDATED DAMAGE(LD) FOR DELAY IN COMPLETION: REF CL. NO.12.0 OF SCC:

In lieu of LD as specified in Clause No.14 of GCC, Vol-1A the following shall apply. If the contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing and commissioning of sub-station & associated system, the contractor shall pay to Odisha Power Transmission Corporation Ltd as LD, a sum of half percent (0.5%) of the contract price for each calendar week of delay or part thereof. However, the amount of LD for the contract shall be limited to a maximum of five percent (5%) of the total contract price except for spares. The maximum limit of LD for spares shall be ten percent (10% of corresponding value).

21.0 GUARANTEE:- This Clause shall be governed as per below.

21.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **twelve (12) calendar months** commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's supervisory Engineer.

21.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

21.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of **twelve (12) months** from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.

21.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

21.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

21.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.

21.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

21.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 22.1 through

21.9 above, shall remain till the end of 10 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee [more than **twelve (12) months**] is provided by such Sub-Contractor, the Employer shall be entitled to the benefits of such longer guarantee.

21.10 The provisions contained in this clause will not be applicable.

(a) If the Employer has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

(b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

22.10 The contractor shall not stand guaranteed for the materials supplied by OPTCL but shall guarantor for the execution of the materials.

22.0 INSURANCE:- The contractor shall arrange insurance coverage for the OPTCL materials at his custody for substation under execution as per the conditions laid down in the relevant clause of the technical specification, till final handing over of the project to OPTCL. Refer the Clause No. 38.0 Section-GCC, Vol-IA & Clause No. 14 of SCC of Vol-IA.

23.0 PAYMENT DUE FROM THE CONTRACTOR:- All costs or damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

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24.0 JURISDICTION OF THE HIGH COURT OF ODISHA:- Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

25.0 CONTRACTORS RESPONSIBILITY:- Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the substation by OPTCL, the ultimate responsibility for satisfactory performance of the substation shall rest with the contractor.

26.0 NON-ASSIGNMENTS:- The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

27.0 CERTIFICATES NOT TO AFFECT RIGHTS OF OPTCL:- The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall not prejudice the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

28.0 SETTLEMENT OF DISPUTES:- (REF CL NO. 48 OF GCC)

28.1 Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL, provided a written appeal by the contractor is made to OPTCL. The decision of OPTCL shall be final to the parties hereto.

28.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as provided in this contract.

29.0 ARBITRATION: (REF CL NO. 49 OF GCC-VOL-IA-CONDITION OF CONTRACT)

30.0 LAWS GOVERNING CONTRACT:- The Contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of Odisha.

31.0 LANGUAGE AND MEASURES:- All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instruction, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

32.0 CORRESPONDENCE:-

32.1 Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.

32.2 Any notice to OPTCL shall be served to the Sr. General Manager [C.P.C.] Odisha Power Transmission Corporation Ltd., Bhubaneswar-751022 (Odisha) in the same manner.

33.0 SECRECY:- The contractor shall treat the details of the specification and other documents as private, confidential and they shall not be reproduced without written authorization from OPTCL.

34.0 INSPECTION BY STATUTORY AUTHORITY:- You have to arrange the final inspection by the statutory authority including deposit of all fees after completion of the work, before handing over the project to OPTCL.

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35.0 FORCE MAJEURE:- This Clause shall be governed as per Clause No. 42 of GTCC of this Bidding Document No. : Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

36.0 RECONCILIATION OF ACCOUNTS:- This shall be governed as per Clause No. 50 of GTCC of this Bidding Document No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA).

37.0 All other terms and conditions of tender specification bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA) in addition to the above clauses shall also hold good for the above package for Supply of equipment/materials and completion of facility for Sub-stations/bay extension and associated transmission line at AGARPADA.

38.0: OTHER CONDITIONS:

38.1: You have not taken any deviation to Technical and Commercial Portion of OPTCL's Bidding Documents and their corrigendum/amendments/errata. Any deviation/variation/exception found anywhere in the bid submitted by you, to the terms & conditions of OPTCL's Bidding Documents, stands withdrawn without any financial implication to OPTCL.

38.2: The price quoted for **Freight & Insurance** in Schedule-2A (for Substation equipment/materials) is **Inclusive** of Service Tax while in Schedule-2C (Substation) it is **Excluding** Service tax.

38.3: Some of the materials/equipment pertaining to this work are **bought out** & some are **direct**. The Mode of transaction of items shall be **Bought-Out & Direct** respectively and type tested as per technical specification, latest type test report shall be submitted during detail Engineering. The price quoted is inclusive of all taxes and duties except entry tax as per bidding document.

38.4: You have to furnish the organization chart of Design/Engg., Field Organization QA Organization and JV Organization for this project shall be submitted to OPTCL in case of award.

38.5: You have submitted GTP for some of the equipment. GTPs for all the items shall be finalized by OPTCL at the time of detailed Engineering based on the equipment to be procured from manufactures as specified in the technical specification.

39.0

(i) We have also notified to you vide our **LETTER OF AWARD** No. 4787 Dated 16-08-2014 for award of another **LETTER OF AWARD** on you for Supply of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILLO line from 132kv Bhadrak-Anandpur line to 132/33KV Grid substation, Agarpada (Line length- 12.7kms approximately) and associated system on Turnkey basis, in the state of Odisha as per Specification/Bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14). (here in after referred to as '**FIRST CONTRACT**').

(ii) 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.

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(iii) 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.

This LETTER OF AWARD for Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Substation at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 is being issued to you in duplicate. We request you to return the duplicate copy duly signed and stamped on each page, by the authorized signatory of your company as a token of your acknowledgment and confirmation.

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 days from the date of this Letter of Award.

The detail price schedule for supply of materials/equipment for Sub-Stations and associated system is enclosed.

Please complete all the formalities and give your unconditional acceptance to the LOA within 15 (fifteen) days from the issue of this LOA for taking further necessary action at this end.

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

Enclosed :

(a) PRICE SCHEDULE:

(b) INDICATIVE PROJECT COMPLETION SCHEDULE.

(c) CONTRACT PERFORMANCE BG & CONTRACT AGREEMENT FORMAT

Yours faithfully,

SENIOR GENERAL MANAGER [C.P.C.]

MEMO NO.

Copy to E.A to C.M.D. OPTCL/ Sr. P.S. to Director (Finance) for kind information of C.M.D. OPTCL & Director (Finance), OPTCL.

SENIOR GENERAL MANAGER [C.P.C.]

MEMO NO.

Copy along with enclosure to the C.G.M. (Construction)/ C.G.M (O&M)/ C.G.M (Finance)/ C.G.M, TP & Construction OPTCL, Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

True Copy
 23/06/2014
 TANASILDAR
 GONDIA

4795 CB

MEMO NO.

DATED: 16/08/14

Copy along with enclosure to the (1) G.M, EHT (Construction) Circle, OPTCL, Jajpur road
 (2) D.G.M, EHT (Const.) Division, OPTCL, BALASORE (DGM may forward the copies of the
 LOA to the respective Sub-Division for their information & necessary action).

Memo No. 4796^(B) Dated: 16/08/14 SENIOR GENERAL MANAGER [C.P.C.]

Copy along with enclosure to the A.G.M (Finance) (CPC) D.G.M (F) TP&C OPTCL,
 Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

A copy with enclosure to Guard File.

True Copy
 23/06/2019
 TAHASILDAR
 GONDIA

BY Speed post



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath, Bhubaneswar

CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553

Telephone: 0674-2541801 Fax: 0674-2542964

Connect us Facebook/optcl.odisha - Twitter/optcl odisha

No. Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/ 56/ 2013/ 1018 (12) / Dated: 29.12.2021

From

The Chief General Manager [CPC],
OPTCL, Bhojnagar, Bhubaneswar-22

To

M/s Jagabandhu Enterprisers (P) Ltd,
Plot No 35/B, sector A,
Mancheswar Industrial Estate, Rasulgarh,
Bhubaneswar-751010.
E-mail: sunilmuduli@jagabandhuenterprisers.com / jepi_bbsr@rediffmail.com

Sub: Final BoQ Amendment to Letter of Award (of First Contract & Second Contract) for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

Ref: (1) This office NOA No Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/ 56/ 2013/ 4767 dated 16.08.2014 (Supply Contract) & 4792 dated 16.08.2014 (Erection Contract)
(2) Letter No.-Const-Zone I / Agarpada/ Time Extr/ 2016/ 1995 (2) Dt. 28.10.2021 of Sr. GM, (Const), Zone-I, OPTCL, Bhubaneswar.

Dear Sirs,

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend the final BoQ to Letter of Award (of First Contract & Second Contract) for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14. to the extent as follows (the detailed statements of BoQ enclosed):

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23/01/2023
FAHASILDAR
GONDIA

Sl No	Description	Total Contract Price Including Taxes as per LOA in INR	Total Amount including GST after final BOQ Amendment in INR
1	SUPPLY COMPONENT OF THE WORKS CONTRACT FOR SUB STATION AND LINE.	12,92,78,002.44	10,17,05,557.82
2	ERECTION COMPONENT INCLUDING CIVIL WORKS OF THE WORKS CONTRACT FOR SUB STATION AND LINE.	9,93,58,385.53	7,88,60,574.61
3	TOTAL CONTRACT PRICE IN INR	22,86,36,387.97	18,05,66,132.43

OR, R/O to Rs. 18,05,66,132.00 (Rupees Eighteen Crore Five Lakhs Sixty Six Thousand One Hundred Thirty Two) only.

Regarding pre-GST and post-GST portion and taxation aspects thereof, the copy of detailed statement submitted by O/o Sr. GM (Const.), Zone-I, OPTCL, Bhubaneswar are attached herewith to be referred.

COMPLETION PERIOD: Completion period of the project is hereby extended up to 31.07.2021 to regularise the pending bills and procurement of materials for return to EHT (C) Division, Jaypore & without imposition of LD & without any financial burden to OPTCL.

All other terms & conditions of the LOA and its amendments remain unchanged.

Kindly return the duplicate copy of the amendment order with your signature as a token of your acceptance of the same within 7 days of receipt of this letter otherwise it is treated to be your acceptance.

Encl: Detailed statements of revised BoQ.

Yours faithfully,

[Handwritten Signature]

CHIEF GENERAL MANAGER [C.P.C.]

CC TO:-

- (1) E.A to M.D. OPTCL/ Sr. P.S. to Director (Finance)/ T.A. to Director (Operation) / T.A. to Director (Project) for kind information of M.D. OPTCL/ Director (Finance)/ Director (Operation)/ Director (Project) OPTCL.
- (2) C.G.M. (Construction)/ C.G.M (O&M)/ C.G.M (Finance), OPTCL, Bhubaneswar / Sr. GM, construction, Zone-I, OPTCL, Bhubaneswar
- (3) G.M. EHT (C) Circle, OPTCL, Jaipur / D.G.M, EHT (Const.), Division, OPTCL, Balasore

Oy. General Manager (F), (CPC), OPTCL, Bhubaneswar/ D.G.M (Finance), O/O of Sr. GM, Construction, Zone-I, OPTCL, Bhubaneswar

[Handwritten Mark]

[Handwritten Signature]
23/06/2021
TAHASILDAR
GONDIA

FORM - R
Grant of Quarry Permit
[See rule 35(1)]

ANNEXURE - 1 A/1

Quarry Permit No. 02/2020-21

Date. 30.10.2021

Whereas, Shri Jagabandhu Muduli(MD), M/s Jagabandhu Enterprises Pvt. Ltd., Plot No.-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 applied for grant of quarry permit for extraction and removal of 11,111 cubic metre of Road Metal (minor mineral) from Nihalprasad Road Metal Quarry-V of Nihalprasad Village under rule 34 of the Odisha Minor Mineral Concession Rules, 2016 and has paid an application fee of Rs.200.00(Rupees Two Hundred)only, permission is hereby granted to quarry, collect and remove 11,111 cubic metre of Road Metal (mineral) from the aforesaid area or areas indicated on the plan annexed hereto on the following condition and on payment of advance royalty and other admissible Govt. dues amounting to Rs.48,48,967.00 (Rupees Forty-eight lakh Forty-eight thousand Nine hundred Sixty-seven)only calculated at the rate of Rs.370.00 per cubic metre (as specified in Schedule I to the Odisha Minor Mineral Concession Rules, 2016.

(1) The permit shall be valid for 3(Three) months from Di.30.10.2021 to Di.26.01.2022

(2) The permit holders shall abide by the conditions provided in rule 37 of the Odisha Minor Minerals Concession Rules, 2016.

Conditions of quarry permit:—

(1) The holder of a quarry permit shall obey the following conditions, namely:—

- (a) The depth of the quarry below the surfaces shall not exceed six meters;
- (b) The quarry permit shall be non-transferable;
- (c) Minor mineral, other than that for which quarry permit has been granted, shall not be excavated or removed without prior approval of the Competent Authority;
- (d) If any mineral other than minor mineral is found during quarrying operations, the holder of the quarry permit shall report the matter to the Competent Authority and the Director forthwith and the quarry permit shall be determined without payment of any compensation to the holder of the quarry permit;
- (e) The holder of the quarry permit shall maintain complete and correct accounts of the minor mineral excavated and quantity removed from the area;
- (f) The holder of the quarry permit shall immediately report all accidents to the Competent Authority and the Collector of the district;
- (g) The holder of the quarry permit shall have no right over the quarried material and other properties lying in the permit area after expiry of the validity of the quarry permit;
- (h) The holder of the quarry permit shall not undertake any operation in forest area without obtaining the permission from the Competent Authority of the Forest Department, Odisha;
- (i) The permit holder of the quarry permit shall not carry on the quarrying operation within a distance of fifty meters from any public roads, public buildings, temples, reservoirs, dams, burial grounds, railway track monuments, heritage sites, etc. and shall not cause any damage to any public and private properties.

(1) True Copy

23/11/2023
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GONDIA

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P.T.O. -

(2) The holder of the quarries shall allow the Director, Controlling Authority and Competent Authority or any officer authorized by any of them to inspect the quarrying operations and to check the accounts and verify the details of dispatches from the registers maintained by him.

(3) If any minor mineral is removed in excess of the quantity permitted, such material shall be confiscated and the holder of the quarry shall be liable for punishment under the provisions of the Indian Penal Code 1860, Act and these rules.

(4) As soon as removal of the mineral granted under the permit is completed, the holder of the quarry permit shall surrender the permit to the Competent Authority and furnish the particulars of permit contained in Form-5 indicating the quantities of minor minerals removed and other information as may be required by the Competent Authority.


Signature of the Competent Authority/
Authorized Officer.
TAHASILDAR
GONDIA

Memo No. 3903 /Dt. 30.10.2021

Copy to Shri Jagabandhu Muduli(MD), M/s Jagabandhu Enterprisers Pvt. Ltd., Plot No.-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 for information and necessary action. He is directed to extract on 11,111 Cubic Meter of Road Metal for public purpose through this permit in accordance with provisions of law and submit report in Form No. 5 for verification.


TAHASILDAR
GONDIA

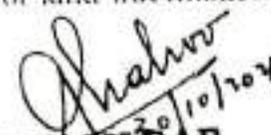
Memo No. 3904 /Date. 30.10.2021

Copy to The Director of Mines, Odisha, Bhubaneswar/The Collector, Dhenkanal district/The Divisional Forest Officer, Dhenkanal for favour of kind information and necessary action.


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GONDIA

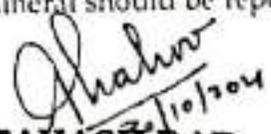
Memo No. 3905 /Date. 30.10.2021

Copy submitted to the Sub-Collector, Dhenkanal for favour of kind information and necessary action.


TAHASILDAR
GONDIA

Memo No. 3906 /Date. 30.10.2021

Copy to the Revenue Inspector, Nihalprasad for information and necessary action. He is directed to visit the spot in regular intervals and ensure that no excess quantity of Road Metal should not be extracted by the permit holder. Any excess of minor mineral should be reported to the undersigned immediately for further follow up action.


TAHASILDAR
GONDIA


23/06/2023
TAHASILDAR
GONDIA

95
FORM - R
Grant of Quarry Permit
[See rule 35(1)]

ANNEXURE-A/2

Quarry Permit No. 02/2020-21

Date.04.02.2022

Whereas, Shri Jagabandhu Muduli(MD), M/s Jagabandhu Enterprisers Pvt. Ltd., Plot No.35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 applied for grant of quarry permit for extraction and removal of 10,000 cubic metre of Road Metal (minor mineral) from Nihalprasad Road Metal Quarry-V & VI of Nihalprasad Village under Rule 34 of the Odisha Minor Mineral Concession Rules, 2016 and has paid an application fee of Rs.200.00(Rupees Two Hundred)only, permission is hereby granted to quarry, collect and remove 10,000 cubic metre of Road Metal (mineral) from the aforesaid area or areas indicated on the plan annexed hereto on the following condition and on payment of advance royalty and other admissible Govt. dues amounting to ₹43,68,015.00(Rupees Forty-three lakh Sixty-eight thousand Fifteen) only calculated at the rate of Rs.370.00 per cubic metre (as specified in Schedule I to the Odisha Minor Mineral Concession Rules, 2016.

(1) The permit shall be valid for 3(Three) months from DL.05.02.2022 to DL.06.05.2022.

(2) The permit holders shall abide by the conditions provided in rule 37 of the Odisha Minor Minerals Concession Rules, 2016.

Conditions of quarry permit:—

(1) The holder of a quarry permit shall obey the following conditions, namely:—

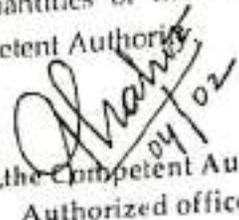
- (a) The depth of the quarry below the surfaces shall not exceed six meters;
- (b) The quarry permit shall be non-transferable;
- (c) Minor mineral, other than that for which quarry permit has been granted, shall not be excavated or removed without prior approval of the Competent Authority;
- (d) If any mineral other than minor mineral is found during quarrying operations, the holder of the quarry permit shall report the matter to the Competent Authority and the Director forthwith and the quarry permit shall be determined without payment of any compensation to the holder of the quarry permit;
- (e) The holder of the quarry permit shall maintain complete and correct accounts of the minor mineral excavated and quantity removed from the area;
- (f) The holder of the quarry permit shall immediately report all accidents to the Competent Authority and the Collector of the district;
- (g) The holder of the quarry permit shall have no right over the quarried material and other properties lying in the permit area after expiry of the validity of the quarry permit;
- (h) The holder of the quarry permit shall not undertake any operation in forest area without obtaining the permission from the Competent Authority of the Forest Department, Odisha;
- (i) The permit holder of the quarry permit shall not carry on the quarrying operation within a distance of fifty meters from any public roads, public buildings, temples, reservoirs, dams, burial grounds, railway track monuments, heritage sites, etc. and shall not cause any damage to any public and private properties.

True Copy
23/06/2022
TARASILDAR
GONDIA

(2) The holder of the quarries shall allow the Director, Controlling Authority and Competent Authority or any officer authorized by any of them to inspect the quarrying operations and to check the accounts and verify the details of dispatches from the registers maintained by him.

(3) If any minor mineral is removed in excess of the quantity permitted, such material shall be confiscated and the holder of the quarry shall be liable for punishment under the provisions of the Indian Penal Code 1860, Act and these rules.

(4) As soon as removal of the mineral granted under the permit is completed, the holder of the quarry permit shall surrender the permit to the Competent Authority and furnish the particulars of permit contained in Form-S indicating the quantities of minor minerals removed and other information as may be required by the Competent Authority.


Signature of the Competent Authority/
Authorized officer.

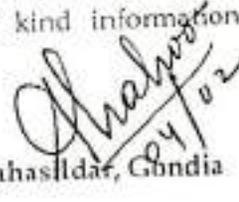
Memo No. 573 /Dt. 04.02.2022

Copy to Shri Jagabandhu Muduli(MD), M/s Jagabandhu Enterprises Pvt. Ltd., Plot No.-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 for information and necessary action. He is directed to extract on 10,000 Cubic Meter of Road Metal for public purpose through this permit in accordance with provisions of law and submit report in Form No. S for verification.


Tahasildar, Gondia

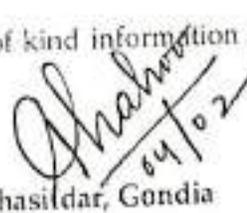
Memo No. 574 /Date. 04.02.2022

Copy to The Director of Mines, Odisha, Bhubaneswar/The Collector, Dhenkanal district/The Divisional Forest Officer, Dhenkanal for favour of kind information and necessary action.


Tahasildar, Gondia

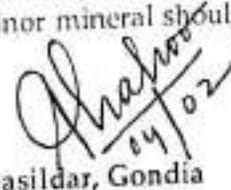
Memo No. 575 /Date. 04.02.2022

Copy submitted to the Sub-Collector, Dhenkanal for favour of kind information and necessary action.


Tahasildar, Gondia

Memo No. 576 /Date. 04.02.2022

Copy to the Revenue Inspector, Nihalprasad for information and necessary action. He is directed to visit the spot in regular intervals and ensure that no excess quantity of Road Metal should not be extracted by the permit holder. Any excess of minor mineral should be reported to the undersigned immediately for further follow up action.


Tahasildar, Gondia

Tone 148


23/06/2022
TAHASILDAR
GONDIA

JAGABANDHU ENTERPRISERS (P) LTD.

(An ISO 9001:2015 Certified Company)

WORKS : Plot No. 35/B, Sector-A, Mancheswar Indl. Estate, Bhubaneswar - 751 010

Phone : Off 2582290, Res. 2354511, Tele Fax : 0674 - 2582179

E-MAIL : jepf_bbsr@rediffmail.com, enquiry@jagabandhuenterprisers.com

Visit us : www.jagabandhuenterprisers.com

Licence No. : 6083 (Civil Spl. Class), 806 / EHT (Elect.)

CIN : U31300OR2000PTC006173



JAS-ANZ



M46402101

To,

Date-17-01-2022

The Tahasildar,

GONDIA, DHENKANAL.

SUB:- Renewal of quarry Permit No-02/2020-21 for extraction of road metal from Nihaiprasad Road metal Quarry- V

Sir,

With the subject cited above we, M/s JAGABANDHU ENTERPRISERS PRIVATE LIMITED marfat Managing Director, Jagabandhu Muduli, PLOT No-35/B, Sector-"A", Mancheswar Industrial Estate, Rasulgargh, PS-Mancheswar, Dist-Khurda has got a work order from Odisha power transmission corporation limited (OPTCL), Bhubaneswar, Odisha to supply 80,000 Cubic Meter of Spall for the project Design, Engineering, Supply, Erection, Testing & commissioning of construction of 2x20 MVA -132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandapur line to 132/33 KV grid sub-station, Agarpada (Line length 12.7kms approximately) on turnkey basis in the state of odisha. Copies of agreement, extension work order are enclosed herewith for kind perusal. Earlier we have been permitted to extract road metal 40,000 cum in a full year by State Level Environment Impact Assessment Authority, Bhubaneswar, Odisha vide letter no-1746/SEIAA and temporary quarry permit of 11,111 Cubic Meter has been granted in Form R vide your good office Order No.3903/Dt.30.10.2021 for period of three months i.e. from Dt-30.10.2021 To Dt-28-01-2022.

In view of the above, we urge you to renew the quarry permit for extraction and transportation of road metal for aforementioned public work.

Thanking you

Yours Faithfully

True copy
23/01/2022
Tahasildar
GONDIA

FORM - Q

Application for Quarry Permit

[See rule 34]

Dated the20.....

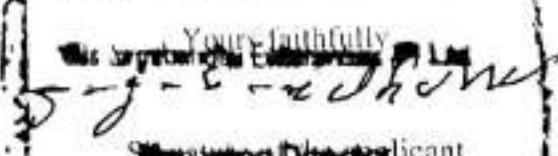
To Tahasilदार, Gondia.....

Sir,

1. I/We submit an application for quarry permit for..... Road metal (mineral) a term of 03 months over Ac. 25 hectares of land in the area specified in item 3(viii) below.
2. A sum of Rs. 200/- (rupees Two Hundred only) (non-refundable) payable as fee for grant of such permit under rule 34 of OMMC Rule, 2016 has been paid in the Government Treasury at..... and the receipted challan is enclosed.
3. The required particulars are given below.
- Name and address of the applicant: JAGABANDHU ENTERPRISES PVT. LTD. Mancheswar, Bhubaneswar
 - Nationality of the applicant: Indian
 - Profession of the applicant: Business
 - Quantity of minor mineral required to be extracted and removed (in tonnes/ cubic metres): 80,000 Cum
 - Minor mineral is to be raised manually or mechanically:
 - Manner in which the minor mineral raised is to be utilised:
 - Particulars of the receipted treasury challan for the fee :- Attached
 - Plan in 16"=1 mile scale (Cadastral village map) and Land Schedule of the area from which the minor mineral are to be extracted and removed is to be enclosed :
 - If the land applied for belongs to private land owners, written consent of the owners permitting diversion of his land for extraction of minor mineral under quarry permit to be enclosed :
 - An undertaking by the applicant that he agrees to abide by the conditions governing extraction and removal of minor mineral under a quarry permit to be enclosed :
 - Any other particulars which the applicant wishes to furnish:

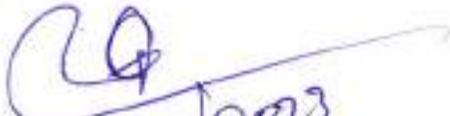
I/We hereby declare that the particulars furnished above are correct and undertake to furnish any other details, plan etc. as may be required by you

Place: DhenkanalDate: 17-01-2022

Your faithfully

 Managing Director Applicant

N.B. - If the application is signed by an authorized agent of the applicant, the power-of-attorney should be attached.

True copy


 22/01/2022
 TAHASILDAR
 GONDIA

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

A Government of Odisha Undertaking)

Regd. Office : Janpath : Bhubaneswar

CORPORATE IDENTITY NUMBER (CIN) U4010200R2004SGC007553

Connect us Facebook/Optcl.odisha - Twitter/optcl odisha



No. Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/56/2013/1014¹²³ Dated. 29.12.20

From

The Chief General Manager (CPC)
OPTCL, Bhoingar, Bhubaneswar-22

To

M/s Jagabandhu Enterprisers Pvt. Ltd,
Plot No- 35/B, Sector-A
Mancheswar Industrial Estate, Rasulgarh
Bhubaneswar-751010
E-mail: sunilmuduli@jagabandhuenterprisers.com / jepi_bbsr@rediffmail.com

Sub : Final BOQ Amendment to Letter of Award (of First Contract & Second Contract) for the work " Design, Engineering, Supply, Erection, Testing & commissioning of Construction of 2x20 MVA - 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Substation, Agarpada (Line length -12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No-25/2013-14 & Tender specification No. Sr.GM-CPC-TENDER-PACKAGE-25-03/2013-14.

Ref : (1) This office NOA No. Sr. G.M-CPC-e-tender-Agarapada (Pkg-25-03)/56/2013/4787 dtd. 16.08.2014 (Supply Contract) & 4792 dtd. 16.08.2014 (Erection Contract)

Dear Sir,

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend the final BOQ to Letter of Award (of First Contract & Second Contract) for the work " Design, Engineering, Supply, Erection, Testing & Commissioning of Construction 2x20 MVA - 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Substation, Agarpada (Line length - 12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No-25/2013-14 & Tender specification No. Sr.GM-CPC-TENDER-PACKAGE-25-03/2013-14 to the extent as follows (the detailed statements of BOQ enclosed)

True Copy
23/01/2023
TAHASILDAR
GONDIA

SL No	Descriptions	Total Contract Price Including Taxes as per LOA in INR	Total amount including GST after final BOQ Amendment in INR
1	SUPPLY COMPONENT OF THE WORKS CONTRACT FOR SUB-STATION AND LINE	12,92,78,002.44	10,17,05,557.82
2	ERECTION COMPONENT INCLUDING CIVIL WORKS OF THE WORKS CONTRACT FOR SUB-STATION AND LINE	9,93,58,385.53	7,88,60,574.61
3	TOTAL CONTRACT PRICE IN INR	22,86,36,387.97	18,05,66,132.43

OR, R/O to Rs. 18,05,66,132.00 (Rupees Eighteen Crore Five lakhs Sixty Six Thousand One Hundred Thirty Two) only.

Supply Price includes additional quantity for Supply of 80,000.00 Cum Spall, R.R Stone Masonary for Construction of 3.75 Mtr. & 7.00 Mtr. Concrete road , Switchyard PCC & Metalling work , Tower footing Protection work (Revetment).

Regarding Pre GST and Post GST Portion and taxation aspects thereof, the copy of detailed statement submitted by O/o Sr. GM (Const.), Zone-1, OPTCL, Bhubaneswar are attached herewith to be referred.

COMPLETION PERIOD : Completion period of the project is hereby extended upto **31.07.2023** for completion of balance Sub-station & Line work of Agarpada Project without imposition of LD and without any financial burden to OPTCL.

All other terms & conditions of the LOA and its amendment remain unchanged.

Kindly return the duplicate copy of the amendment order with your signature as a token of your acceptance of the same within 7 days of receipt of this letter otherwise it is treated to be your acceptance.

Yours Faithfully,

Pm
23/12/2021
CHIEF GENERAL MANAGER (C.P.C)

CC TO :

- (1) E.A to M.D, OPTCL/ Sr.P.S to Director (finance)/ T.A to Director (operation)/ T.A to Director (project) for kind information of M.D, OPTCL/ Director (Finance)/ Director (Operation)/ Director (Project)OPTCL.
- (2) C.G.M (Construction)/ C.G.M (O&M)/C.G.M(Finance), OPTCL, Bhubaneswar/Sr.GM, Construction, Zone-1, OPTCL, Bhubaneswar
- (3) G.M,EHT (c) Circle, OPTCL, Jajpur / D.G.M , EHT (Const.) Division , OPTCL, Balasore
- (4) Dy. General Manager (F), CPC, OPTCL, Bhubaneswar/ D.G.M (Finance), O/o of Sr. GM, Construction, Zone-1, OPTCL, Bhubaneswar

ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡି.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

A Government of Odisha Undertaking)

Registered Office : Janpath, Bhubaneswar-751022

OFFICE OF THE SENIOR GENERAL MANAGER (CONSTRUCTION) ZONE-I

CIN : U4010200R2004SGC007553



No. Const-Zone I/Agarpada /Time Extn/2016/ 2449⁽¹¹⁾

Dtd. 26/11/2020

From,

Sr. General Manager (CONST)- ZONE-1, OPTCL,
Bhoinagar, Bhubaneswar -21

To

M/s Jagabandhu Enterprisers Pvt. Ltd.
Plot No- 35/B, Sec-A, Mancheswar Industrial Area,
Rasulgarh, Bhubaneswar-10,
E-mail : sunilmuduli@jagabandhuenterprisers.com, jepl_bbsr@rediffmail.com

Sub : Amendment to Letter of Award of Second contract for Erection (Installation) of equipment/ materials for the work * Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2x20 MVA- 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line on Turnkey basis in the State of Odisha.

Ref : This has reference to the following :

- (i) Our Invitation for Bids (DCB) vide e-TENDER NOTICE NO- 25/2013-14
- (ii) LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/4792 (ERECTION CONTRACT) Dated 16.08.2014
- (iii) Amendment to LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/ 7965 dated 31.10.2016
- (iv) Amendment to LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/5362 dated 21.09.2017
- (v) Amendment to LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/7112 dated 13.12.2017
- (vi) Amendment to LOA No Const-Zone I/Agarpada/Time Extn/2016/476 dated 19.02.2018
- (vii) Amendment to LOA No TRP-SE/Agarpada/2018/ GST Amendment/2040 dated 10.08.2018
- (viii) Amendment to LOA No Const-Zone I/Agarpada/Time Extn/2016/192 dated 25.01.2019
- (ix) Amendment to LOA No Const-Zone I/Agarpada/Time Extn/2016/2517 dated 01.10.2019

Dear Sir

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend TO LETTER OF

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AWARD placed in your favour for Erection (Installation) of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2x20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Sub-station, Agarpada as below.

9.0 COMPLETION PERIOD : - Completion period of the project is here by extended upto 30.11.2022 without imposition of LD penalty & without any additional financial implication to OPTCL.

13.0 CONTRACT PERFORMANCE GUARANTEE : - On extension of completion period, you shall have to extend the validity of contract performance Bank Guarantee in line with clause no. 13.0 to T.O. LOA No. Sr. G.M-CPC-e-tender-Agarpada(Pkg: 25-03)/56/2013/4792 (ERECTION CONTRACT) Dated 16.08.2014

All other terms & conditions of the LOA & Tender specification shall remain unaltered.

Please acknowledge the receipt of this amendment order.

Yours Faithfully,

CHIEF GENERAL MANAGER (Construction) ZONE I

C.C.

(1) E.A to C.M.D , OPTCL for kind information of the C.M.D. OPTCL, Bhubaneswar.

(2) Director (Project), OPTCL, Bhubaneswar

(3) C.G.M (Construction)/C.G.M (O&M)/C.G.M (Finance)/ Sr. G.M (CPC) OPTCL, Bhubaneswar

(4) G.M, EHT (Construction) Circle, OPTCL, Jajpur road/ D.G.M, EHT (Const.) Division, OPTCL, Balasore (DGM may forward the copies of the amendment order to the respective S/D).

(5) D.G.M (Finance) (CPC)/ G.M (F) (Construction Zone I) OPTCL, Bhubaneswar.

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ODISHA POWER TRANSMISSION CORPORATION LIMITED
 (A Government of Odisha Undertaking)
 Registered Office: Janpath, Bhubaneswar-751022
OFFICE OF THE SENIOR GENERAL MANAGER (CPC)
 Telephone No.0674-2541801 Fax No.0674-2542964

EPC
 No. Sr. G.M-*e-tender* -Agarpada(Pkg:25-03) / 56 / 2013

4792 Date: 16/01

From,
 The Sr. General Manager [CPC], OPTCL,
 Bhoinagar, Bhubaneswar-22

To
 M/s Jagabandhu Enterprisers Pvt Ltd,
 Plot No-35/B, Sec-A, Mancheswar Industrial Area,
 Rasulgarh, Bhubaneswar-10,
 E-mail: -sunilmuduli@jagabandhuenterprisers.com,
 jepl_bbsr@rediffmail.com

'LETTER OF AWARD FOR ERECTION CONTRACT OF EQUIPMENT
(MATERIALS)' (Second Contract)

Sub : Letter of Award of Second Contract for installation (ERECTION) including civil works for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV L.L.O line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.*

SCOPE OF WORK:

(I) Scope of work for construction of 2X20 MVA, 132/33 KV Sub-station at AGARPADA is as follows:

(a)

1	132 KV bay	05 Nos.	Feeder bay-02, Transformer bay-02, Bus-coupler bay-01
2	33 KV Bays:	07 Nos	Feeder bay- 04, Transformer bay-02, B/C Bay-01
3	Unequipped bays	04 Nos	132 KV bay- 02 Nos & 33 KV bay- 02 Nos. Proposed bays shall be unequipped but with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays

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(b) Supply and installation of equipment/materials as per BPS (including all civil works) with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc.

(c) Testing and commissioning of bay extension at Sub- station & its accessories.

(d) Handing over of the completed system to the Owner.

(e) Satisfactory conclusion of the Contract.

(II) Scope of work for construction of associated 132 KV LILO line is as follows:

(a)

1	132kvSC transmission line	12.7 KMS	132 kV LILO Line on 132KV Bhadrak-Anandpur Line to 132/33KV GRID S/s, AGARPADA.
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(b) Transmission Line route survey of entire stretch, Settlement of all issues related to right of way.

(c) Supply and installation of equipment/materials as per BPS (including all civil works) with required tower foundations, supply & erection of tower structures with insulators etc .

(d) Testing and commissioning of Transmission Line & accessories.

(e) Handing over of the completed system to the Owner.

(f) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station or as directed by the Engineer In charge.

(g) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents **Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14**

Ref: This has reference to the following:

(i) Our Invitation for Bids (DCB) vide e-TENDER NOTICE NO- 25 / 2013-14

(ii) Bidding Documents for the subject package issued to you. Spec No. **Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14** comprising the followings.

(A) COMMON DOCUMENT:

- (1) Bidding Instruction(Section: INV & INB (Vol-I).
- (2) General Conditions of Contract-Section-GCC(Vol-IA).
- (3) Erection Conditions of Contract-Section-ECC(Vol-IA).
- (4) Special Conditions of Contract(Vol-IA).
- (5) Technical Specifications & General Technical Conditions(Vol-II).

(B) PACKAGE SPECIFIC DOCUMENT:

- (6) Technical Data Sheets & Scope of work (Vol-IIA).
- (7) Bid Proposal sheet and Price Schedules (Vol-IB).

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(iii) Different corrigendum/clarification issued from time to time and duly uploaded in OPTCL web site.

(iv) Your Proposal for the subject package submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014

(v) Your correspondences from time to time.

(vi) We confirm having accepted your proposal submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014 read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **LETTER OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* (herein after referred to as 'SECOND CONTRACT').

Dear Sirs,

1.0 With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to place this **LETTER OF AWARD** on you for **Erection of electrical equipment and materials**, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* at a total cost of ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only (after arithmetical corrections, including taxes & duties (except entry taxes) as per the following break up:

(B) SECOND CONTRACT (ERECTION PORTION):

Civil works & Erection of Equipment and Materials, Schedule 2C substation.	
Electrical works (Part-A)	₹ 89,80,914.21
Civil works (Part-B)	₹ 7,67,03,577.89
Civil works & Erection of Equipment and Materials, Schedule 2C transmission line.	
Electrical works (Part-A)	₹ 29,99,432.35
Civil works (Part-B)	₹ 1,06,74,461.08
ERECTION CONTRACT PRICE	₹ 9,93,58,385.53

Total (R/O): ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only.

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(i) The above price as per bidding condition is inclusive of all taxes and duties, cess and levies and except service tax which shall be paid extra as applicable against production of documentary evidence.

2.0 NATURE OF PRICE: - {(*) SCC- Vol-IA}

The above prices are subject to provision of price variation/adjustment as per bidding condition for Sub-station & Line.

For all purpose latest IEEEMA circular on PV shall be followed.

3.0 APPLICABLE TAXES:-

(i) The above price as per bidding condition is inclusive of all taxes and duties and levies except service tax.

(ii) Service Tax: -Service tax shall be paid extra as applicable against production of documentary evidence.

(iii) PAN No.: -You have to furnish the PAN of your firm as required under IT Act before execution of the above order.

(iv) TDS on IT: IT shall be deducted from your bills as applicable from time to time (The present rate being @ 2%).

(v) WORK CONTRACT TAX or VAT: WCT shall be deducted from your bills as applicable from time to time (the present rate being @4%).

(vi) Building & other construction workers welfare Cess: Shall be deducted from bills as applicable from time to time(the present rate being @1%).

4.0 QUANTITY VARIATION :(Refer Cl. 9.0 of SCC)

The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor shall be responsible for supply and execution of such extra quantities for completion of the entire work under their scope and they shall be paid for such extra quantities at the unit rate indicated in the LOA. However, payment shall be made after approval of the extra quantity executed, by the competent authority.

4.1 TYPE TEST CERTIFICATE.

Where valid type test certificate of materials during last five years are available OPTCL shall not insist for further type test.

5.0 PAYMENT: - Refer Cl. No.34 of GT&CC &

5.1 TERMS OF PAYMENT: - Refer Cl. No. 8 of SCC.

Payment for Erection and commissioning work:

(i) 90% cost of erection shall be paid as running bill within 30 days on production of the bill to the engineer in charge on verification thereof after completion of erection work, testing and commissioning of the respective items and on certification of the same by the owner.

(ii) Balance 10% cost of the erection shall be paid only after satisfactory commissioning of the project and handing over to OPTCL.

The details of the terms of payment for Erection Contract for (a) Construction of Control Room Building,(b) Construction of Colony Quarters & (c) Construction of Boundary Wall are as indicated below.

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A) Construction of Switch yard Building/Control room Building: (Double Storied)

Sl No.	Description of Stages	Payment Terms
1	RCC as per Contract:	
1.1	Ground Floor	(60% of total price)
1.1.1	Up to plinth level	15% of 60% of ordered price i.e. 9% of the total value
1.1.2	Up to lintel level	30% of 60% of ordered price i.e. 18% of the total value
1.1.3	After roof casting	55% of 60% of ordered price i.e. 33% of the total value
1.1.4	First Floor	(40% of total price)
1.1.5	(1) Up to lintel level	35% of 40% of ordered price i.e. 14% of the total value
1.1.6	(2) After roof casting	65% of 40% of ordered price i.e. 26% of the total value
2	Brick masonry work as per contract	
2.1	(1) Ground Floor	60% of the total price
2.2	(2) First Floor	40% of the total price
3	Flooring as per Contract	
3.1	(1) Ground Floor	55% of the total price
3.2	(2) First Floor	45% of the total price

B) Construction of Colony Quarters:

Sl No.	Description of Stages	Payment Terms
1	'D'-type as per contract	
1.2	Up to plinth level	10% of the ordered price
1.2	After brick work	15% of the ordered price
1.3	After roof casting	30% of the ordered price
1.4	After complete in Full shape	45% of the ordered price
2	'E' type as per contract	
2.1	Ground Floor	(60 % of total price)
2.1.1	Up to plinth level	10% of 60% of the ordered price i.e. 6% of the total price
2.1.2	After brick work	15% of 60% of the ordered price i.e. 9% of the total price
2.1.3	After roof casting	30% of 60% of the quoted price i.e. 18% of the total price
2.1.4	After complete in Full	45% of 60% of the ordered price i.e. 27% of the

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	shape	total price
2.2	First Floor	(40% of the Total price)
2.2.1	Up to lintel level	15% of 40% of the ordered price i.e. 6% of the total price
2.2.2	After roof casting	30% of 40% of the ordered price i.e. 12% of the total price
2.2.3	After complete in Full shape	55% of 40% of the ordered price i.e. 22% of the total price

(A) Construction of Boundary Wall:

Sl No.	Description of Stages	Payment Terms
1	Excavation & bed Concrete & Foundation	20% of the ordered price pile foundation with grade beam
2	Brick Work	30% of the ordered price
3	Plastering	20% of the ordered price
4	After complete in full shape	30% of the ordered price

6.0 SOLVING OF ROW – TREE & PLANT COMPENSATION: Refer Cl NO. 33.0 of SCC. The contractor shall have to solve the entire Right of Way problem at his own cost if any.

7.0 ENGAGEMENT OF SECURITY: The contractor shall have to engage his own security at his own cost till final handing over of the entire work to OPTCL.

8.0 INCENTIVE: Refer Clause No.30.0 of SCC: 0.25% of the contract price as an incentive, per completed full month (no proportionate or the part thereof) shall be given, for the projects completed before the scheduled date of completion but limiting to overall 2.5%.

9.0 COMPLETION PERIOD:- Completion period of the project is **24 (Twenty Four)** months from the date of issue of the LOA. Submit the detailed work schedule accordingly. (Refer Vol-IA/SCC /Cl No. 10).

9.1 The Bidder shall include in his proposal his programme for furnishing and erecting the equipment covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing , supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the transmission line and transformers so as to achieve testing & commissioning of all equipment/materials under this Package within **24 (Twenty Four)** months from the date of Letter of Award(LOA).

9.2 The schedule shall be reckoned from the date of issue of Letter of Award(LOA), Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network (in MS Project) conforming to the delivery/erection dates mentioned in Letter of Award(LOA) for review and approval. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.

THE BAR CHART/ PERT NETWORK WILL BE THE PART OF THE CONTRACT AGREEMENT.

PROGRESS REPORTS (Cl No. 17 of SCC, Vol-IA):

During execution of the Contract, the Contractor shall furnish monthly progress reports to OPTCL in a format (in MS project) indicating the progress achieved during the month, and total progress up to the month against scheduled dates in respect of activities covered in programmes / schedules referred to above.

9.3 The provision of Liquidated Damage leviable in case of delay in completion pursuant to Clause 12.0 of SCC-Vol-IA shall become effective after the period mentioned above for successful completion of testing and commissioning.

10.0 NODAL cum PAYING OFFICER:- For the purpose of this LOA, DGM, EHT (Construction) Division, BALASORE, OPTCL shall be the NODAL cum PAYING OFFICER for this AGARPADA package under whom the Sub-stations & its associated system are being executed.

11.0 CONSIGNEE:- S.D.O., EHT[C] Sub-Division, BHADRAK shall be the consignee for the above work.

12.0 CONTRACT PERFORMANCE GUARANTEE:- Refer Cl No.40 of INB. As a Contract Performance Security, you shall be required to furnish a Performance Guarantee from any Bank as per Annexure - XV to Volume-IA, in the form attached as Annexure -II to Volume-IA in favour of the Odisha Power Transmission Corporation Ltd. The guarantee amount shall be equal to ten percent (10%) of the Contract price (Erection portion only) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. This performance guarantee shall be valid up to 90 days after the end of Guarantee Period. The contractor shall furnish the Contract Performance BG in the prescribed form within 30 days of Letter of Award. (Clause No. 11 of SCC, Vol-IA).

13.0 SIGNING OF CONTRACT: Refer Cl No.39.0 of INB: You will prepare the Contract Agreement as per the proforma enclosed at Annexure-IX to Volume-IA and the same will be signed within 30 (thirty) days of issue of LOA.

Imp: Following documents to be furnished as per the time period indicated elsewhere in the LOA.

- (a) Performance BG should be furnished: First.
- (b) Signing of contract agreement: Second

14.0 MOBILIZATION ADVANCE:- Refer Cl No. 8 of SCC.

14.1 Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:

- (a) Acceptance of the Letter of Award by the Contractor.
- (b) Contractor's detailed proforma invoice for claiming mobilisation advance.
- (c) An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance in accordance with the provisions of Clause 34.7.1 (i) (b), Section -GCC, Volume- I and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). The said Bank Guarantee shall be initially valid up to the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days

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beyond the actual date of successful completion of commissioning, as may be required under the contract.

On progressive payment to the Contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.

(d) An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

(e) Detailed PERT Network/Bar Chart and its approval by the Owner (Project completion schedule is enclosed).

14.2 All advance payment shall be, interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:

(a) All advance payment made shall be recovered progressively from each running bill of the contractor @10% of each bill value.

(b) The amount of interest to be recovered from a particular bill shall be calculated @10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which, the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

15.0 LICENSE: Refer Clause No. 32 of SCC:

(a) **PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.

You have to furnish the Project License for execution of the above mentioned work from the Chief Electrical Inspector, Govt. of Odisha, before commencing work on the project/furnish documents proving that you have applied for the project license with C.E.I, Odisha.

(b) **ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.

16.0 INDEMNITY BOND: Ref Cl No. 13 of SCC:

For the materials/equipment to be provided by the Contractor and/ or for the owner supplied items, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at Annexure -VIII, Conditions of Contract, Vol.-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This INDEMNITY BOND shall be furnished by the Contractor before commencement of the supplies and shall be valid till the

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scheduled date of completion of the project, testing, commissioning and handing over of the Project to owner.

17.0 POWER, WATER & COMMUNICATION; Refer CI No. 15 of SCC

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.

18.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc. : Ref CI No.16 of SCC.

The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.

19.0 You have to accept the techno commercial specification of OPTCL unconditionally without any deviation and shall furnish an undertaking that you will execute the work as per the schedule of quantities (including missed out/unquoted items & without any additional financial burden to OPTCL & supply the equipment/materials as per OPTCL approved makes/vendors).

20.0 LIQUIDATED DAMAGE(LD) FOR DELAY IN COMPLETION: REF CL. NO.12.0 OF SCC:

In lieu of LD as specified in Clause No.14 of GCC, Vol-1A the following shall apply. If the contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing and commissioning of sub-station & associated system, the contractor shall pay to Odisha Power Transmission Corporation Ltd as LD, a sum of half percent (0.5%) of the contract price for each calendar week of delay or part thereof. However, the amount of LD for the contract shall be limited to a maximum of five percent (5%) of the total contract price except for spares. The maximum limit of LD for spares shall be ten percent (10% of corresponding value).

21.0 GUARANTEE:- This Clause shall be governed as per below.

21.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **twelve (12) calendar months** commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's supervisory Engineer.

21.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract

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21.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of **twelve (12) months** from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.

21.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

21.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

21.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.

21.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

21.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 22.1 through

21.9 above, shall remain till the end of 10 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee [more than **twelve (12) months**] is provided by such Sub-Contractor, the Employer shall be entitled to the benefits of such longer guarantee.

21.10 The provisions contained in this clause will not be applicable.

(a) If the Employer has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

(b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

22.10 The contractor shall not stand guaranteed for the materials supplied by OPTCL but shall guarantor for the execution of the materials.

22.0 INSURANCE:- The contractor shall arrange insurance coverage for the OPTCL materials at his custody for substation under execution as per the conditions laid down in the relevant clause of the technical specification, till final handing over of the project to OPTCL. Refer the Clause No. 38.0 Section-GCC, Vol-IA & Clause No. 14 of SCC of Vol-IA.

23.0 PAYMENT DUE FROM THE CONTRACTOR:- All costs or damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

24.0 JURISDICTION OF THE HIGH COURT OF ODISHA:- Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

25.0 CONTRACTORS RESPONSIBILITY:- Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the substation by OPTCL, the ultimate responsibility for satisfactory performance of the substation shall rest with the contractor.

26.0 NON-ASSIGNMENTS:- The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

27.0 CERTIFICATES NOT TO AFFECT RIGHTS OF OPTCL:- The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall not prejudice the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

28.0 SETTLEMENT OF DISPUTES:- (REF CL NO. 48 OF GCC)

28.1 Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL provided a written appeal by the contractor is made to OPTCL. The decision of OPTCL shall be final to the parties hereto.

28.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as provided in this contract.

29.0 ARBITRATION: (REF CL NO. 49 OF GCC-VOL-1A-CONDITION OF CONTRACT)

30.0 LAWS GOVERNING CONTRACT:- The Contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of Odisha.

31.0 LANGUAGE AND MEASURES:- All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instruction, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

32.0 CORRESPONDENCE:-

32.1 Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.

32.2 Any notice to OPTCL shall be served to the Sr. General Manager [C.P.C.] Odisha Power Transmission Corporation Ltd., Bhubaneswar-751022 (Odisha) in the same manner.

33.0 SECRECY:- The contractor shall treat the details of the specification and other documents as private, confidential and they shall not be reproduced without written authorization from OPTCL.

34.0 INSPECTION BY STATUTORY AUTHORITY:- You have to arrange the final inspection by the statutory authority including deposit of all fees after completion of the work, before handing over the project to OPTCL.

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[Faint handwritten signature]

35.0 FORCE MAJEURE:- This Clause shall be governed as per Clause No. 42 of GTCC of this Bidding Document No. : Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

36.0 RECONCILIATION OF ACCOUNTS:- This shall be governed as per Clause No. 50 of GTCC of this Bidding Document No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA).

37.0 All other terms and conditions of tender specification bid document no: **Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA)** in addition to the above clauses shall also hold good for the above package for Supply of equipment/materials and completion of facility for Sub-stations/bay extension and associated transmission line at **AGARPADA**.

38.0: OTHER CONDITIONS:

38.1: You have not taken any deviation to Technical and Commercial Portion of OPTCL's Bidding Documents and their corrigendum/amendments/errata. Any deviation/variation/exception found anywhere in the bid submitted by you, to the terms & conditions of OPTCL's Bidding Documents, stands withdrawn without any financial implication to OPTCL.

38.2: The price quoted for Freight & Insurance in Schedule-2A (for Substation equipment/materials) is Inclusive of Service Tax while in Schedule-2C (Substation) it is Excluding Service tax.

38.3: Some of the materials/equipment pertaining to this work are bought out & some are direct. The Mode of transaction of items shall be Bought-Out & Direct respectively and type tested as per technical specification, latest type test report shall be submitted during detail Engineering. The price quoted is inclusive of all taxes and duties except entry tax as per bidding document.

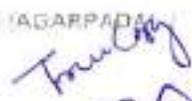
38.4: You have to furnish the organization chart of Design/Engg., Field Organization QA Organization and JV Organization for this project shall be submitted to OPTCL in case of award.

38.5: You have submitted GTP for some of the equipment. GTPs for all the items shall be finalized by OPTCL at the time of detailed Engineering based on the equipment to be procured from manufactures as specified in the technical specification.

39.0

(i) We have also notified to you vide our LETTER OF AWARD No. 4787 Dated 16-08-2014 for award of another LETTER OF AWARD on you for Supply of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) and associated system on Turnkey basis, in the state of Odisha as per Specification/Bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14). (here in after referred to as 'FIRST CONTRACT').

(ii) 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.

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(iii) 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.

This LETTER OF AWARD for Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 is being issued to you in duplicate. We request you to return the duplicate copy duly signed and stamped on each page, by the authorized signatory of your company as a token of your acknowledgment and confirmation.

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 days from the date of this Letter of Award.

The detail price schedule for supply of materials/equipment for Sub-Stations and associated system is enclosed.

Please complete all the formalities and give your unconditional acceptance to the LOA within 15 (fifteen) days from the issue of this LOA for taking further necessary action at this end.

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

Enclosed :

- (a) PRICE SCHEDULE;
- (b) INDICATIVE PROJECT COMPLETION SCHEDULE.
- (c) CONTRACT PERFORMANCE BG & CONTRACT AGREEMENT FORMAT

Yours faithfully,

SENIOR GENERAL MANAGER [C.P.C.]

MEMO NO. 4793 (2)

DATED: 16/08/14

Copy to E.A to C.M.D. OPTCL/ Sr. P.S. to Director (Finance) for kind information of C.M.D. OPTCL & Director (Finance), OPTCL.

SENIOR GENERAL MANAGER [C.P.C.]

MEMO NO. 4794 (4)

DATED: 16.08.2014

Copy along with enclosure to the C.G.M. (Construction)/ C.G.M (O&M)/ C.G.M (Finance)/ C.G.M, TP & Construction OPTCL, Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

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MEMO NO.

DATED: 16/08/14

Copy along with enclosure to the (1) G.M, EHT (Construction) Circle, OPTCL, Jajpur road
(2) D.G.M, EHT (Const.) Division, OPTCL, BALASORE (DGM may forward the copies of the
LOA to the respective Sub-Division for their information & necessary action).

Memo No. 4796 (3) Dated: 16/08/14

SENIOR GENERAL MANAGER [C.P.C.]

Copy along with enclosure to the A.G.M (Finance) (CPC)/ D.G.M (F) TP&C OPTCL,
Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

A copy with enclosure to Guard File.

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23/08/2014
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GONDIA

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Grant of Quarry Permit
[See rule 35(1)]

Annexure - 2

Quarry Permit No. 02/2020-21
Date.10.10.2022

ANNEXURE-A/3

Whereas, Shri Jagabandhu Muduli(MD), M/s Jagabandhu Enterprisers Pvt. Ltd., Plot No.-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 applied for grant of quarry permit for extraction and removal of 5,000 cubic metre of Road Metal (minor mineral) from Nihalprasad Road Metal Quarry-V (Khata No.-1433/1134, Plot No.-1241/9761, Area-Ac.3.00 dec., Kissam-Patita of Mouza-Nihalprasad) of Nihalprasad Village under Rule 34 of the Odisha Minor Mineral Concession Rules, 2016 and has paid an application fee of Rs.200.00(Rupees Two Hundred)only, permission is hereby granted to quarry, collect and remove 5,000 cubic metre of Road Metal (mineral) from the aforesaid area or areas indicated on the plan annexed hereto on the following condition and on payment of advance royalty and other admissible Govt. dues amounting to **₹.25,73,515.00(Rupees Twenty-five lakh Seventy-three thousand Five hundred Fifteen) only** calculated at the rate of **Rs.370.00** per cubic metre (as specified in Schedule I to the Odisha Minor Mineral Concession Rules, 2016.

(1) The permit shall be valid for **3(Three) months** from **Dt.11.10.2022 to Dt.09.01.2023.**

(2) The permit holders shall abide by the conditions provided in rule 37 & 51 of the Odisha Minor Minerals Concession Rules, 2016.

Conditions of quarry permit:—

(1) The holder of a quarry permit shall obey the following conditions, namely:—

(a) The depth of the quarry below the surfaces shall not exceed six meters;

(b) The quarry permit shall be non-transferable;

(c) Minor mineral, other than that for which quarry permit has been granted, shall not be excavated or removed without prior approval of the Competent Authority;

(d) If any mineral other than minor mineral is found during quarrying operations, the holder of the quarry permit shall report the matter to the Competent Authority and the Director forthwith and the quarry permit shall be determined without payment of any compensation to the holder of the quarry permit;

(e) The holder of the quarry permit shall maintain complete and correct accounts of the minor mineral excavated and quantity removed from the area;

(f) The holder of the quarry permit shall immediately report all accidents to the Competent Authority and the Collector of the district;

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(g) The holder of the quarry permit shall have no right over the quarried material and other properties lying in the permit area after expiry of the validity of the quarry permit;

(h) The holder of the quarry permit shall not undertake any operation in forest area without obtaining the permission from the Competent Authority of the Forest Department, Odisha;

(i) The permit holder of the quarry permit shall not carry on the quarrying operation within a distance of fifty meters from any public roads, public buildings, temples, reservoirs, dams, burial grounds, railway track monuments, heritage sites, etc. and shall not cause any damage to any public and private properties.

(2) The holder of the quarries shall allow the Director, Controlling Authority and Competent Authority or any officer authorized by any of them to inspect the quarrying operations and to check the accounts and verify the details of dispatches from the registers maintained by him.

(3) If any minor mineral is removed in excess of the quantity permitted, such material shall be confiscated and the holder of the quarry shall be liable for punishment under the provisions of the Indian Penal Code 1860, Act and these rules.

(4) As soon as removal of the mineral granted under the permit is completed, the holder of the quarry permit shall surrender the permit to the Competent Authority and furnish the particulars of permit contained in Form-S indicating the quantities of minor minerals removed and other information as may be required by the Competent Authority.

Sh. Sahoo
10/10/2022

Signature of the Competent Authority/
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GONDIA officer.

Memo No. 3298 /Dt. 10.10.2022

Copy to Shri Jagabandhu Muduli(MD), M/s Jagabandhu Enterprisers Pvt. Ltd., Plot No.-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 for information and necessary action. He is directed to extract on 5,000 Cubic Meter of Road Metal for public purpose through this permit in accordance with provisions of law and submit report in Form No. S for verification.

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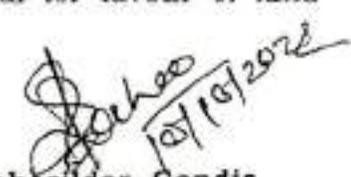
Sh. Sahoo
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Memo No. 3299 /Date. 10.10.2022

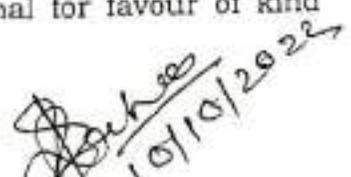
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Copy to The Director of Mines, Odisha, Bhubaneswar/The Collector, Dhenkanal District/The Divisional Forest Officer, Dhenkanal for favour of kind information and necessary action.


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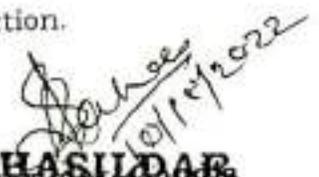
Memo No. 3300 /Date. 10.10.2022

Copy submitted to the Sub-Collector, Dhenkanal for favour of kind information and necessary action.


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Memo No. 3301 /Date. 10.10.2022

Copy to the Revenue Inspector, Nihalprasad for information and necessary action. He is directed to visit the spot in regular intervals and ensure that excess quantity of Road Metal should not be extracted by the permit holder. Any excess extraction of minor mineral/illegal extraction beyond quarry area should be reported to the undersigned immediately for further follow up action.


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ODISHA POWER TRANSMISSION CORPORATION LIMITED
A Government of Odisha Undertaking)

Regd. Office : Janpath : Bhubaneswar

CORPORATE IDENTITY NUMBER (CIN) U4010200R2004SGC007553

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No. Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/56/2013/1014¹²⁰ Dated. 29.12.20

From

The Chief General Manager (CPC)
OPTCL, Bhoingar, Bhubaneswar-22

To

M/s Jagabandhu Enterprisers Pvt. Ltd,
Plot No- 35/B, Sector-A
Mancheswar Industrial Estate, Rasulgarh
Bhubaneswar-751010
E-mail: sunilmuduli@jagabandhuenterprisers.com / jepl_bbsr@rediffmail.com

Sub : Final BOQ Amendment to Letter of Award (of First Contract & Second Contract) for the work " Design, Engineering, Supply, Erection, Testing & commissioning of Construction of 2x20 MVA - 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Substation, Agarpada (Line length -12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No-25/2013-14 & Tender specification No. Sr.GM-CPC-TENDER-PACKAGE-25-03/2013-14.

Ref : (1) This office NOA No. Sr. G.M-CPC-e-tender-Agarpada (Pkg-25-03)/56/2013/4787 dtd. 16.08.2014 (Supply Contract) & 4792 dtd. 16.08.2014 (Erection Contract)

Dear Sir,

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend the final BOQ to Letter of Award (of First Contract & Second Contract) for the work " Design, Engineering , Supply, Erection, Testing & Commissioning of Construction 2x20 MVA - 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Substation, Agarpada (Line length - 12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No-25/2013-14 & Tender specification No. Sr.GM-CPC-TENDER-PACKAGE-25-03/2013-14 to the extent as follows (the detailed statements of BOQ enclosed)

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SL No	Descriptions	Total Contract Price Including Taxes as per LOA in INR	Total amount including GST after final BOQ Amendment in INR
1	SUPPLY COMPONENT OF THE WORKS CONTRACT FOR SUB-STATION AND LINE	12,92,78,002.44	10,17,05,557.82
2	ERECTION COMPONENT INCLUDING CIVIL WORKS OF THE WORKS CONTRACT FOR SUB-STATION AND LINE	9,93,58,385.53	7,88,60,574.61
3	TOTAL CONTRACT PRICE IN INR	22,86,36,387.97	18,05,66,132.43

OR, R/O to Rs. 18,05,66,132.00 (Rupees Eighteen Crore Five lakhs Sixty Six Thousand One Hundred Thirty Two) only.

Supply Price includes additional quantity for Supply of 80,000.00 Cum Spall, R.R Stone Masonary for Construction of 3.75 Mtr. & 7.00 Mtr. Concrete road , Switchyard PCC & Metalling work , Tower footing Protection work (Revetment).

Regarding Pre GST and Post GST Portion and taxation aspects thereof, the copy of detailed statement submitted by O/o Sr. GM (Const.), Zone-1, OPTCL, Bhubaneswar are attached herewith to be referred.

COMPLETION PERIOD : Completion period of the project is hereby extended upto **31.07.2023** for completion of balance Sub-station & Line work of Agarpada Project without imposition of LD and without any financial burden to OPTCL.

All other terms & conditions of the LOA and its amendment remain unchanged.

Kindly return the duplicate copy of the amendment order with your signature as a token of your acceptance of the same within 7 days of receipt of this letter otherwise it is treated to be your acceptance.

Yours Faithfully,

Pm
23/12/2021
CHIEF GENERAL MANAGER (C.P.C)

CC TO :

- (1) E.A to M.D, OPTCL/ Sr.P.S to Director [finance]/ T.A to Director (operation)/ T.A to Director (project) for kind information of M.D, OPTCL/ Director [Finance]/ Director (Operation)/ Director (Project)OPTCL.
- (2) C.G.M (Construction)/ C.G.M (O&M)/C.G.M(Finance), OPTCL, Bhubaneswar/Sr.GM, Construction, Zone-1, OPTCL, Bhubaneswar
- (3) G.M,EHT (c) Circle, OPTCL, Jajpur / D.G.M , EHT (Const.) Division , OPTCL, Balasore
- (4) Dy. General Manager (F), CPC, OPTCL, Bhubaneswar/ D.G.M (Finance), O/o of Sr. GM, Construction, Zone-1, OPTCL, Bhubaneswar

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GONDIA



ODISHA POWER TRANSMISSION CORPORATION LIMITED
 (A Government of Odisha Undertaking)
 Registered Office: Janpath, Bhubaneswar-751022
OFFICE OF THE SENIOR GENERAL MANAGER (CPC)
 Telephone No.0674-2541801 Fax No.0674-2542964

No. Sr. G.M-^{CPC}e-tender -Agarpada(Pkg:25-03) / 56 / 2013

49792 Date: 16/01

From,
 The Sr. General Manager [CPC], OPTCL,
 Bhoinagar, Bhubaneswar-22

To
 M/s Jagabandhu Enterprisers Pvt Ltd,
 Plot No-35/B, Sec-A, Mancheswar Industrial Area,
 Rasulgarh, Bhubaneswar-10,
 E-mail: -sunilmuduli@jagabandhuenterprisers.com,
 jepi_bbsr @rediffmail.com

'LETTER OF AWARD FOR ERECTION CONTRACT OF EQUIPMENT
/MATERIALS' (Second Contract)

Sub : Letter of Award of Second Contract for Installation (ERECTION) including civil works for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILLO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

SCOPE OF WORK:

(I) Scope of work for construction of 2X20 MVA, 132/33 KV Sub-station at AGARPADA is as follows:

(a)

1	132 KV bay	05 Nos.	Feeder bay-02, Transformer bay-02, Bus-coupler bay-01
2	33 KV Bays:	07 Nos	Feeder bay- 04, Transformer bay-02, B/C Bay-01
3	Unequipped bays	04 Nos	132 KV bay- 02 Nos & 33 KV bay- 02 Nos. Proposed bays shall be unequipped but with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays

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(b) Supply and installation of equipment/materials as per BPS (including all civil works) with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc.

(c) Testing and commissioning of bay extension at Sub- station & its accessories.

(d) Handing over of the completed system to the Owner.

(e) Satisfactory conclusion of the Contract.

(II) Scope of work for construction of associated 132 KV LILO line is as follows:

(a)

1	132kvSC transmission line	12.7 KMS	132 kV LILO Line on 132KV Bhadrak-Anandpur Line to 132/33KV GRID S/s, AGARPADA.
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(b) Transmission Line route survey of entire stretch, Settlement of all issues related to right of way.

(c) Supply and installation of equipment/materials as per BPS (including all civil works) with required tower foundations, supply & erection of tower structures with insulators etc.

(d) Testing and commissioning of Transmission Line & accessories.

(e) Handing over of the completed system to the Owner

(f) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station or as directed by the Engineer In charge.

(g) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14

Ref: This has reference to the following:

(i) Our Invitation for Bids (DCB) vide e-TENDER NOTICE NO- 25 / 2013-14

(ii) Bidding Documents for the subject package issued to you. Spec No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 comprising the followings.

(A) COMMON DOCUMENT:

- (1) Bidding Instruction(Section: INV & INB (Vol-I).
- (2) General Conditions of Contract-Section-GCC(Vol-IA).
- (3) Erection Conditions of Contract-Section-ECC(Vol-IA).
- (4) Special Conditions of Contract(Vol-IA).
- (5) Technical Specifications & General Technical Conditions(Vol-II).

(B) PACKAGE SPECIFIC DOCUMENT:

- (6) Technical Data Sheets & Scope of work (Vol-IIA).
- (7) Bid Proposal sheet and Price Schedules (Vol-IB).

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(iii) Different corrigendum/clarification issued from time to time and duly uploaded in GPTCL web site.

(iv) Your Proposal for the subject package submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014

(v) Your correspondences from time to time.

(vi) We confirm having accepted your proposal submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014 read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **LETTER OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILo line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* (herein after referred to as 'SECOND CONTRACT').

Dear Sirs,

1.0 With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to place this **LETTER OF AWARD** on you for **Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning** for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILo line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* at a total cost of ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only (after arithmetical corrections, including taxes & duties (except entry taxes) as per the following break up:

(B) SECOND CONTRACT (ERECTION PORTION):

Civil works & Erection of Equipment and Materials, Schedule 2C substation.	
Electrical works (Part-A)	₹ 89,80,914.21
Civil works (Part-B)	₹ 7,67,03,577.89
Civil works & Erection of Equipment and Materials, Schedule 2C transmission line.	
Electrical works (Part-A)	₹ 29,99,432.35
Civil works (Part-B)	₹ 1,06,74,461.08
ERECTION CONTRACT PRICE	₹ 9,93,58,385.53

Total (R/O): ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only.

Handwritten signature and date: 27/02/14

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Handwritten signature and stamp: 27/02/14, PRAKASH SINGH GONDIA

(i) The above price as per bidding condition is inclusive of all taxes and duties, cess and levies and except service tax which shall be paid extra as applicable against production of documentary evidence.

2.0 NATURE OF PRICE: - {(*) SCC- Vol-IA}

The above prices are subject to provision of price variation/adjustment as per bidding condition for Sub-station & Line.

For all purpose latest IEEMA circular on PV shall be followed.

3.0 APPLICABLE TAXES:-

(i) The above price as per bidding condition is inclusive of all taxes and duties and levies except service tax.

(ii) Service Tax: -Service tax shall be paid extra as applicable against **production of documentary evidence.**

(iii) PAN No.: -You have to furnish the PAN of your firm as required under IT Act before execution of the above order.

(iv) TDS on IT: IT shall be deducted from your bills as applicable from time to time (The present rate being @ 2%).

(v) WORK CONTRACT TAX or VAT: WCT shall be deducted from your bills as applicable from time to time (the present rate being @4%).

(vi) Building & other construction workers welfare Cess: Shall be deducted from bills as applicable from time to time (the present rate being @1%).

4.0 QUANTITY VARIATION :(Refer Cl. 9.0 of SCC)

The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor shall be responsible for supply and execution of such extra quantities for completion of the entire work under their scope and they shall be paid for such extra quantities at the unit rate indicated in the LOA. However, payment shall be made after approval of the extra quantity executed, by the competent authority.

4.1 TYPE TEST CERTIFICATE.

Where valid type test certificate of materials during last five years are available OPTCL shall not insist for further type test.

5.0 PAYMENT: - Refer Cl. No.34 of GT&CC &

5.1 TERMS OF PAYMENT: - Refer Cl. No. 8 of SCC.

Payment for Erection and commissioning work:

(i) 90% cost of erection shall be paid as running bill within 30 days on production of the bill to the engineer in charge on verification thereof after completion of erection work, testing and commissioning of the respective items and on certification of the same by the owner.

(ii) Balance 10% cost of the erection shall be paid only after satisfactory commissioning of the project and handing over to OPTCL.

The details of the terms of payment for Erection Contract for (a) Construction of Control Room Building, (b) Construction of Colony Quarters & (c) Construction of Boundary Wall are as indicated below.

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A) Construction of Switch yard Building, Control room Building: (Double Storied)

Sl No.	Description of Stages	Payment Terms
1	RCC as per Contract:	
1.1	Ground Floor	(60% of total price)
1.1.1	Up to plinth level	15% of 60% of ordered price i.e. 9% of the total value
1.1.2	Up to lintel level	30% of 60% of ordered price i.e. 18% of the total value
1.1.3	After roof casting	55% of 60% of ordered price i.e. 33% of the total value
1.1.4	First Floor	(40% of total price)
1.1.5	(1) Up to lintel level	35% of 40% of ordered price i.e. 14% of the total value
1.1.6	(2) After roof casting	65% of 40% of ordered price i.e. 26% of the total value
2	Brick masonry work as per contract	
2.1	(1) Ground Floor	60% of the total price
2.2	(2) First Floor	40% of the total price
3	Flooring as per Contract	
3.1	(1) Ground Floor	55% of the total price
3.2	(2) First Floor	45% of the total price

B) Construction of Colony Quarters:

Sl No.	Description of Stages	Payment Terms
1	'D'-type as per contract	
1.2	Up to plinth level	10% of the ordered price
1.2	After brick work	15% of the ordered price
1.3	After roof casting	30% of the ordered price
1.4	After complete in Full shape	45% of the ordered price
2	'E' type as per contract	
2.1	Ground Floor	(60 % of total price)
2.1.1	Up to plinth level	10% of 60% of the ordered price i.e. 6% of the total price
2.1.2	After brick work	15% of 60% of the ordered price i.e. 9% of the total price
2.1.3	After roof casting	30% of 60% of the quoted price i.e. 18% of the total price
2.1.4	After complete in Full	45% of 60% of the ordered price i.e. 27% of the

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	shape	total price
2.2	First Floor	(40% of the Total price)
2.2.1	Up to lintel level	15% of 40% of the ordered price i.e. 6% of the total price
2.2.2	After roof casting	30% of 40% of the ordered price i.e. 12% of the total price
2.2.3	After complete in Full shape	55% of 40% of the ordered price i.e. 22% of the total price

(A) Construction of Boundary Wall:

Sl No.	Description of Stages	Payment Terms
1	Excavation & bed Concrete & Foundation	20% of the ordered price pile foundation with grade beam
2	Brick Work	30% of the ordered price
3	Plastering	20% of the ordered price
4	After complete in full shape	30% of the ordered price

6.0 SOLVING OF ROW - TREE & PLANT COMPENSATION: Refer Cl NO. 33.0 of SCC. The contractor shall have to solve the entire Right of Way problem at his own cost if any.

7.0 ENGAGEMENT OF SECURITY: The contractor shall have to engage his own security at his own cost till final handing over of the entire work to OPTCL.

8.0 INCENTIVE: Refer Clause No.30.0 of SCC: 0.25% of the contract price as an incentive, per completed full month (no proportionate or the part thereof) shall be given, for the projects completed before the scheduled date of completion but limiting to overall 2.5%.

9.0 COMPLETION PERIOD:- Completion period of the project is **24 (Twenty Four)** months from the date of issue of the LOA. Submit the detailed work schedule accordingly. (Refer Vol-IA/SCC /Cl No. 10).

9.1 The Bidder shall include in his proposal his programme for furnishing and erecting the equipment covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing, supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the transmission line and transformers so as to achieve testing & commissioning of all equipment/materials under this Package within **24 (Twenty Four)** months from the date of Letter of Award(LOA).

9.2 The schedule shall be reckoned from the date of issue of Letter of Award(LOA). Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network (in MS Project) conforming to the delivery/erection dates mentioned in Letter of Award(LOA) for review and approval. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.

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THE BAR CHART/ PERT NETWORK WILL BE THE PART OF THE CONTRACT AGREEMENT.

PROGRESS REPORTS (CI No. 17 of SCC, Vol-IA):

During execution of the Contract, the Contractor shall furnish monthly progress reports to OPTCL in a format (in MS project) indicating the progress achieved during the month, and total progress up to the month against scheduled dates in respect of activities covered in programmes / schedules referred to above.

9.3 The provision of Liquidated Damage leviable in case of delay in completion pursuant to Clause 12.0 of SCC-Vol-IA shall become effective after the period mentioned above for successful completion of testing and commissioning.

10.0 NODAL cum PAYING OFFICER:- For the purpose of this LOA, DGM, EHT (Construction) Division, BALASORE, OPTCL shall be the NODAL cum PAYING OFFICER for this AGARPADA package under whom the Sub-stations & its associated system are being executed.

11.0 CONSIGNEE:- S.D.O., EHT[C] Sub-Division, BHADRAK shall be the consignee for the above work.

12.0 CONTRACT PERFORMANCE GUARANTEE:- Refer CI No.40 of INB. As a Contract Performance Security, you shall be required to furnish a Performance Guarantee from any Bank as per Annexure - XV to Volume-IA, in the form attached as Annexure -II to Volume-IA in favour of the Odisha Power Transmission Corporation Ltd. The guarantee amount shall be equal to ten percent (10%) of the Contract price (**Erection portion only**) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. This performance guarantee shall be valid up to 90 days after the end of Guarantee Period. The contractor shall furnish the Contract Performance BG in the prescribed form within 30 days of Letter of Award. (Clause No. 11 of SCC, Vol-IA).

13.0 SIGNING OF CONTRACT: Refer CI. No.39.0 of INB: You will prepare the Contract Agreement as per the proforma enclosed at Annexure-IX to Volume-IA and the same will be signed within 30 (thirty) days of issue of LOA.

Imp: Following documents to be furnished as per the time period indicated elsewhere in the LOA.

- (a) Performance BG should be furnished: First.
- (b) Signing of contract agreement: Second

14.0 MOBILIZATION ADVANCE:- Refer CI. No. 8 of SCC.

14.1 Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:

- (a) Acceptance of the Letter of Award by the Contractor.
- (b) Contractor's detailed proforma invoice for claiming mobilisation advance.
- (c) An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance in accordance with the provisions of Clause 34.7.1 (i) (b), Section -GCC, Volume- I and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). The said Bank Guarantee shall be initially valid up to the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days

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beyond the actual date of successful completion of commissioning, as may be required under the contract.

On progressive payment to the Contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.

(d) An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

(e) Detailed PERT Network/Bar Chart and its approval by the Owner (Project completion schedule is enclosed).

14.2 All advance payment shall be, interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:

(a) All advance payment made shall be recovered progressively from each running bill of the contractor @10% of each bill value.

(b) The amount of interest to be recovered from a particular bill shall be calculated @10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which, the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

15.0 LICENSE: Refer Clause No. 32 of SCC:

(a) **PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.

You have to furnish the Project License for execution of the above mentioned work from the Chief Electrical Inspector, Govt. of Odisha, before commencing work on the project/furnish documents proving that you have applied for the project license with C.E.I, Odisha.

(b) **ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.

16.0 INDEMNITY BOND: Ref CI No. 13 of SCC:

For the materials/equipment to be provided by the Contractor and/ or for the owner supplied items, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at Annexure -VIII, Conditions of Contract, Vol-1 in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This INDEMNITY BOND shall be furnished by the Contractor before commencement of the supplies and shall be valid till the

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scheduled date of completion of the project, testing, commissioning and handing over of the Project to owner.

17.0 POWER, WATER & COMMUNICATION: Refer CI No. 15 of SCC

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.

18.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc. : Ref CI No. 16 of SCC.

The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.

19.0 You have to accept the techno commercial specification of OPTCL unconditionally without any deviation and shall furnish an undertaking that you will execute the work as per the schedule of quantities (including missed out/unquoted items & without any additional financial burden to OPTCL & supply the equipment/materials as per OPTCL approved makes/vendors).

20.0 LIQUIDATED DAMAGE(LD) FOR DELAY IN COMPLETION: REF CL. NO.12.0 OF SCC:

In lieu of LD as specified in Clause No.14 of GCC, Vol-1A the following shall apply. If the contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing and commissioning of sub-station & associated system, the contractor shall pay to Odisha Power Transmission Corporation Ltd as LD, a sum of half percent (0.5%) of the contract price for each calendar week of delay or part thereof. However, the amount of LD for the contract shall be limited to a maximum of five percent (5%) of the total contract price except for spares. The maximum limit of LD for spares shall be ten percent (10% of corresponding value).

21.0 GUARANTEE:- This Clause shall be governed as per below.

21.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **twelve (12) calendar months** commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's supervisory Engineer.

21.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

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21.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.

21.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

21.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

21.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.

21.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

21.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 22.1 through

21.9 above, shall remain till the end of 10 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee [more than twelve (12) months] is provided by such Sub-Contractor, the Employer shall be entitled to the benefits of such longer guarantee.

21.10 The provisions contained in this clause will not be applicable.

(a) If the Employer has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

(b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

22.10 The contractor shall not stand guaranteed for the materials supplied by OPTCL but shall guarantor for the execution of the materials.

22.0 **INSURANCE:-** The contractor shall arrange insurance coverage for the OPTCL materials at his custody for substation under execution as per the conditions laid down in the relevant clause of the technical specification, till final handing over of the project to OPTCL. Refer the Clause No. 38.0 Section-GCC, Vol-IA & Clause No. 14 of SCC of Vol-IA.

23.0 **PAYMENT DUE FROM THE CONTRACTOR:-** All costs or damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

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24.0 **JURISDICTION OF THE HIGH COURT OF ODISHA:-** Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

25.0 **CONTRACTORS RESPONSIBILITY:-** Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the substation by OPTCL, the ultimate responsibility for satisfactory performance of the substation shall rest with the contractor.

26.0 **NON-ASSIGNMENTS:-** The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

27.0 **CERTIFICATES NOT TO AFFECT RIGHTS OF OPTCL:-** The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall not prejudice the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

28.0 **SETTLEMENT OF DISPUTES:- (REF CL NO. 48 OF GCC)**

28.1 Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL provided a written appeal by the contractor is made to OPTCL. The decision of OPTCL shall be final to the parties hereto.

28.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as provided in this contract.

29.0 **ARBITRATION: (REF CL NO. 49 OF GCC-VOL-1A-CONDITION OF CONTRACT)**

30.0 **LAWS GOVERNING CONTRACT:-** The Contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of Odisha.

31.0 **LANGUAGE AND MEASURES:-** All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instruction, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

32.0 **CORRESPONDENCE:-**

32.1 Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.

32.2 Any notice to OPTCL shall be served to the Sr. General Manager [C.P.C.] Odisha Power Transmission Corporation Ltd., Bhubaneswar-751022 (Odisha) in the same manner.

33.0 **SECRECY:-** The contractor shall treat the details of the specification and other documents as private, confidential and they shall not be reproduced without written authorization from OPTCL.

34.0 **INSPECTION BY STATUTORY AUTHORITY:-** You have to arrange the final inspection by the statutory authority including deposit of all fees after completion of the work, before handing over the project to OPTCL.

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[Signature]

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35.0 FORCE MAJEURE:- This Clause shall be governed as per Clause No. 42 of GTCC of this Bidding Document No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

36.0 RECONCILIATION OF ACCOUNTS:- This shall be governed as per Clause No. 50 of GTCC of this Bidding Document No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA).

37.0 All other terms and conditions of tender specification bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA) in addition to the above clauses shall also hold good for the above package for Supply of equipment/materials and completion of facility for Sub-stations/bay extension and associated transmission line at AGARPADA.

38.0: OTHER CONDITIONS:

38.1: You have not taken any deviation to Technical and Commercial Portion of OPTCL's Bidding Documents and their corrigendum/amendments/errata. Any deviation/variation/exception found anywhere in the bid submitted by you, to the terms & conditions of OPTCL's Bidding Documents, stands withdrawn without any financial implication to OPTCL.

38.2: The price quoted for Freight & Insurance in Schedule-2A (for Substation equipment/materials) is Inclusive of Service Tax while in Schedule-2C (Substation) it is Excluding Service tax.

38.3: Some of the materials/equipment pertaining to this work are bought out & some are direct. The Mode of transaction of items shall be Bought-Out & Direct respectively and type tested as per technical specification, latest type test report shall be submitted during detail Engineering. The price quoted is inclusive of all taxes and duties except entry tax as per bidding document.

38.4: You have to furnish the organization chart of Design/Engg., Field Organization QA Organization and JV Organization for this project shall be submitted to OPTCL in case of award.

38.5: You have submitted GTP for some of the equipment. GTPs for all the items shall be finalized by OPTCL at the time of detailed Engineering based on the equipment to be procured from manufactures as specified in the technical specification.

39.0

(i) We have also notified to you vide our LETTER OF AWARD No. 4787 Dated 16-08-2014 for award of another LETTER OF AWARD on you for Supply of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILLO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) and associated system on Turnkey basis, in the state of Odisha as per Specification/Bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14). (here in after referred to as 'FIRST CONTRACT').

(ii) 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.

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(iii) 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.

This LETTER OF AWARD for Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Substation at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 is being issued to you in duplicate. We request you to return the duplicate copy duly signed and stamped on each page, by the authorized signatory of your company as a token of your acknowledgment and confirmation.

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 days from the date of this Letter of Award.

The detail price schedule for supply of materials/equipment for Sub-Station and associated system is enclosed.

Please complete all the formalities and give your unconditional acceptance to the LOA within 15 (fifteen) days from the issue of this LOA for taking further necessary action at this end.

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

Enclosed :

- (a) PRICE SCHEDULE;
- (b) INDICATIVE PROJECT COMPLETION SCHEDULE.
- (c) CONTRACT PERFORMANCE BG & CONTRACT AGREEMENT FORMAT

Yours faithfully,

SENIOR GENERAL MANAGER [C.P.C.]

DATED: 16/08/14

MEMO NO. 4793 (C)

Copy to E.A to C.M.D. OPTCL/ Sr. P.S. to Director (Finance) for kind information of C.M.D. OPTCL & Director (Finance), OPTCL.

SENIOR GENERAL MANAGER [C.P.C.]

DATED: 16.08.2014

MEMO NO. 4794 (M)

Copy along with enclosure to the C.G.M. (Construction)/ C.G.M (O&M)/ C.G.M (Finance)/ C.G.M. TP & Construction OPTCL, Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

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4795 CB

MEMO NO.

DATED: 16/08/14

Copy along with enclosure to the (1) G.M, EHT (Construction) Circle, OPTCL, Jajpur road / (2) D.G.M, EHT (Const.) Division, OPTCL, **BALASORE** (DGM may forward the copies of the LOA to the respective Sub-Division for their information & necessary action).

Memo No. 4796⁽³⁾ Dated: 16/08/14

[Signature]
SENIOR GENERAL MANAGER [C.P.C.]

Copy along with enclosure to the A.G.M (Finance) (CPC)/ D.G.M (F) TP&C OPTCL, Bhubaneswar for information and necessary action.

[Signature]
SENIOR GENERAL MANAGER [C.P.C.]

A copy with enclosure to Guard File.

Trace copy

[Signature]
22/06/2023
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GONDIA

FORM 35 R

Grant of Quarry Permit

[See rule 35(1)]

Quarry Permit No. 01/2022-23

Date: 31.01.2023

ANNEXURE-A/A

Whereas, Sri Jagabandhu Muduli (MD), M/s Jagabandhu Enterprisers Pvt. Ltd., Plot No.35/B, Sector A, Mancheswar Industrial Estate, Bhubaneswar-751010 applied for grant of Quarry Permit for extraction and removal of 40,000 cubic meter of Road Metal (Minor Mineral) from Nihalprasad Road Metal Quarry No.V (Kahata No.1433/1134, Plot No.1241/9761, Area-Ac.3.00 decml., Kissam-Patita of Mouza Nihalprasad of Nihalprasad Village) under Rule-34 of the Odisha Minor Mineral Concession Rules, 2016 and has paid an application fee of Rs.200.00 (Rupees Two Hundred) only, permission is hereby granted to quarry, collect and remove 40,000 cubic meter of Road Metal (Minor Mineral) from the aforesaid area or areas indicated on the plan annexed hereto, on the following condition and on payment of advance royalty and other admissible govt. dues on two instalments i.e. 10,000 cubic metre in first instalment and 30,000 cubic metre in second instalment amounting to Rs.51,08,015.00 (Rupees Fifty one lakh eight thousand fifteen) only calculated at the rate of Rs.370.00 per cubic metre as specified in schedule-I to the Odisha Minor Mineral Concession Rules, 2016.

- (1) The permit shall be valid from 01.02.2023 to 30.06.2023 (Five months) only in accordance with the provisions laid down under rule 36 of the Odisha Minor Mineral Concession (Amendment) Rules, 2022.
- (2) The permit holders shall abide by the conditions provided in rule 37 & 51 of the Odisha Minor Mineral Concession Rules, 2016 and rule 36 of the Odisha Minor Mineral Concession (Amendment) Rules, 2022.

Conditions of quarry permit:-

- (1) The holder of quarry permit shall obey the following conditions namely:-
 - (a) The depth of the quarry below the surface shall not exceed six meters;
 - (b) The quarry permit shall be non-transferable;

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TAHASILDAR
GONDIA

(b) The quarry permit shall be non-transferable;

(c) Minor Mineral other than that for which quarry permit has been granted, shall not be excavated or removed without prior approval of the Competent Authority;

(d) If any mineral other than minor mineral is found during quarrying operations, the holder of the quarry permit shall report the matter to the Competent Authority and the Director forthwith and the quarry permit shall be determined without payment of any compensation to the holder of the quarry permit;

(e) The holder of the quarry permit shall maintain complete and correct accounts of the minor mineral excavated and quantity removed from the area;

(f) The holder of the quarry permit shall immediately report all accidents to the competent authority and the Collector of the District;

(g) The holder of the quarry permit shall have no right over the quarried material and other properties lying the permit area after expiry of the validity of the quarry permit;

(h) The holder of the quarry permit shall not undertake any operation in forest area without obtaining the permission from the Competent Authority of the Forest Department, Odisha;

(i) The permit holder of the quarry shall not carry on the quarrying operation within a distance of fifty metres from any public roads, public buildings, temples, reservoirs, dams, burial grounds, railway track, monuments, heritage sites etc. and shall not cause any damage to any public and private properties;

(2) The holder of the quarries shall allow the Director, Controlling Authority and Competent Authority or any other authorised by any of them to inspect the quarrying operations and to check the accounts and verify the details of despatches from the registers maintained by him.

(3) If any minor mineral is removed in excess of the quantity permitted, such material shall be confiscated and the holder of the quarry shall be liable for punishment under provisions of the Indian Penal Code 1860, Act and these rules.

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GONDIA

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completed, the holder of the quarry permit shall surrender the permit to the Competent Authority and furnish the particulars of permit contained in Form-S indicating the quantities of minor minerals removed that and information as may be required by the Competent Authority.

J. Sahoo
31/11/2023

Signature of the Competent Authority/
Authorised Officer

Memo No. 371 /Dt. 31.01.2023

Copy to Sri Jagabandhu Muduli (MD), M/s Jagabandhu Enterprisers Pvt. Ltd., Plot No.35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar-751010 for information and necessary action. He is directed to extract only 40000 cubic metre of Road Metal for public purposes through this permit in accordance with provisions of law and submit report in Form-S for verification.

J. Sahoo
31/11/2023
Tahasildar, Gondia

Memo No. 372 /Dt. 31.01.2023

Copy to the Revenue Inspector, Nihalprasad/Revenue Supervisor, Gondia for information and necessary action. They are directed to visit the spot in regular intervals and ensure that excess quantity of Road Metal shall not be extracted by the permit holder. Any excess excavation of minor/illegal extraction beyond the quarry area shall be reported to the undersigned immediately for further follow up action.

J. Sahoo
31/11/2023
Tahasildar, Gondia

Memo No. 373 /Dt. 31.01.2023

Copy submitted to the Director of Mines, Odisha, Bhubaneswar/The Collector, Dhenkanal District/The Divisional Forest Officer, Dhenkanal for favour of kind information.

J. Sahoo
31/11/2023
Tahasildar, Gondia

True copy
[Signature]
23/06/2023
TAHASILDAR
GONDIA

Nemo No. 374 /Dt. 31.01.2023

Copy submitted to the Sub-Collector, Dhenkanal for favour of kind information.

Sahoo
31/1/2023
Tahasildar, Gondia

True copy
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22/06/2023
TAHASILDAR
GONDIA

TAHASIL OFFICE, GONDIA

Letter NO. 1859 /Dt 24.05.2023

To

The Chief Manager (CPC),
Odisha Power Transmissin Corporation Limited,
BhoInagar, Bhubaneswar

Sub-: Verification of genuineness and submission of report thereof.

Sir,

With reference to the caption subject cited above ,I am to say that previously Sri Jagabandhu Muduli Manging Director, M/s Jagabandhu Enterprises had applied for renewal of temporary permit for extension on excavation and transportation of minor mineral contract award as per letter No-Sr.G.M-CPC -e-tender-Agarapada (Pkg:25-03)56/2013/4792 date:16.08.2014, Letter No.Const-zone I/Agarpada /Time Extn/2016/2449(11) Dtd 26/11/2020 issued by Sr.General Manager(CPC),OPTCL and Letter No Sr.G.M-CPC-e-Tender-Agarapada (Pkg:25-03)56/2013/1014(12)date:29.12.2021 issued by the Chief General Manager (CPC) OPTCL BhoInagar ,Bhubaneswar in fovour of M/s Jagabandhu Enterprises Pvt Ltd ,plot no-35/B,sec -A Mancheswr Industrial area,rasulgarh,Bhubaneswar -10 for the award of Contract for installation the work on Designing ,engineering,supply,Erection ,testing & commissioning of construction 2*20 MVA-132/33 KV Sub -station at Agarapada & assoclated 132 Kv Lilo line from Bhadrak-Anandapur line to 132/33 KV Grid Sub-station ,Agarapada(Line length 12.7 kms approximately)on Turnkey basis in the state of odisha .

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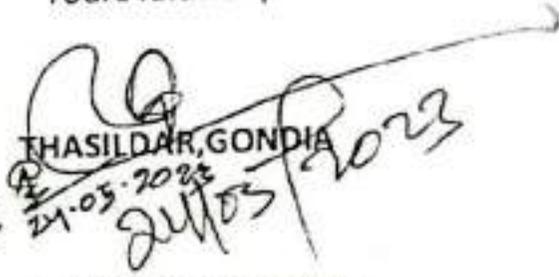

TAHASILDAR
GONDIA
23/5/2023

You are therefore requested to verify the genuineness of the
aforementioned letters and submit the same to the undersigned for preparation
of PWC before the Hon'ble National Green Tribunal ,Eastern Zone
Bench,kolkata Vide O.A No.46/2023/Ez(I.A No 25/2023/EZ)

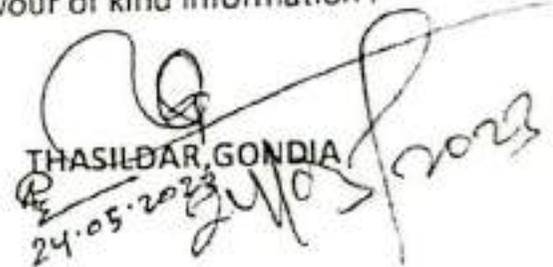
This is treated as Most urgent.

Encl: As above

Yours faithfully

Memo 1860 / Dt 24.05.2023 
THASILDAR, GONDIA
24.05.2023

Copy submitted to Collector, Dhenkanal for favour of kind information .


THASILDAR, GONDIA
24.05.2023

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THASILDAR
GONDIA
23/05/2023

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

A Government of Odisha Undertaking

Regd. Office : Janpath : Bhubaneswar

CORPORATE IDENTITY NUMBER (CIN) U4010200R2004SGC007553

Connect us Facebook/Optel.odisha - Twitter/optcl odisha



No. Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/56/2013/1014¹¹² Dated. 29.12.2012

From

The Chief General Manager (CPC)
OPTCL, Bhojnagar, Bhubaneswar-22

To

M/s Jagabandhu Enterprisers Pvt. Ltd,
Plot No- 35/B, Sector-A
Mancheswar Industrial Estate, Rasulgarh
Bhubaneswar-751010
E-mail: sunilmuduli@jagabandhuenterprisers.com / jepl_bbsr@rediffmail.com

Sub : Final BOQ Amendment to Letter of Award (of First Contract & Second Contract) for the work " Design, Engineering, Supply, Erection, Testing & commissioning of Construction of 2x20 MVA - 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Substation, Agarpada (Line length -12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No-25/2013-14 & Tender specification No. Sr.GM-CPC-TENDER-PACKAGE-25-03/2013-14.

Ref : (1) This office NOA No. Sr. G.M-CPC-e-tender-Agarpada (Pkg-25-03)/56/2013/4787 dtd. 16.08.2014 (Supply Contract) & 4792 dtd. 16.08.2014 (Erection Contract)

Dear Sir,

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend the final BOQ to Letter of Award (of First Contract & Second Contract) for the work " Design, Engineering, Supply, Erection, Testing & Commissioning of Construction 2x20 MVA - 132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Substation, Agarpada (Line length - 12.7 kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No-25/2013-14 & Tender specification No. Sr.GM-CPC-TENDER-PACKAGE-25-03/2013-14 to the extent as follows (the detailed statements of BOQ enclosed)

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SL No	Descriptions	Total Contract Price Including Taxes as per LOA in INR	Total amount including GST after final BOQ Amendment in INR
1	SUPPLY COMPONENT OF THE WORKS CONTRACT FOR SUB-STATION AND LINE	12,92,78,002.44	10,17,05,557.82
2	ERECTION COMPONENT INCLUDING CIVIL WORKS OF THE WORKS CONTRACT FOR SUB-STATION AND LINE	9,93,58,385.53	7,88,60,574.61
3	TOTAL CONTRACT PRICE IN INR	22,86,36,387.97	18,05,66,132.43

OR, R/O to Rs. 18,05,66,132.00 (Rupees Eighteen Crore Five lakhs Sixty Six Thousand One Hundred Thirty Two) only.

Supply Price includes additional quantity for Supply of 80,000.00 Cum Spall, R.R Stone Masonary for Construction of 3.75 Mtr. & 7.00 Mtr. Concrete road , Switchyard PCC & Metalling work , Tower footing Protection work (Revetment).

Regarding Pre GST and Post GST Portion and taxation aspects thereof, the copy of detailed statement submitted by O/o Sr. GM (Const.), Zone-1, OPTCL, Bhubaneswar are attached herewith to be referred.

COMPLETION PERIOD : Completion period of the project is hereby extended upto **31.07.2023** for completion of balance Sub-station & Line work of Agarpada Project without imposition of LD and without any financial burden to OPTCL.

All other terms & conditions of the LOA and its amendment remain unchanged.

Kindly return the duplicate copy of the amendment order with your signature as a token of your acceptance of the same within 7 days of receipt of this letter otherwise it is treated to be your acceptance.

Yours Faithfully,

Pmr
28/12/2021

CHIEF GENERAL MANAGER (C.P.C)

CC TO :

- True Copy*
- (1) E.A to M.D, OPTCL/ Sr.P.S to Director (finance)/ T.A to Director (operation)/ T.A to Director (project) for kind information of M.D, OPTCL/ Director (Finance)/ Director (Operation)/ Director (Project)OPTCL.
 - (2) C.G.M (Construction)/ C.G.M (O&M)/C.G.M(Finance), OPTCL, Bhubaneswar/Sr.GM, Construction, Zone-1, OPTCL, Bhubaneswar
 - (3) G.M,EHT (c) Circle, OPTCL, Jajpur / D.G.M , EHT (Const.) Division , OPTCL, Balasore
 - (4) Dy. General Manager (F), CPC, OPTCL, Bhubaneswar/ D.G.M (Finance), O/o of Sr. GM, Construction, Zone-1, OPTCL, Bhubaneswar

CG
29/12/2021
TAHASILDAR
GONDIA

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

A Government of Odisha Undertaking)

Registered Office : Janpath, Bhubaneswar-751022

OFFICE OF THE SENIOR GENERAL MANAGER (CONSTRUCTION) ZONE-1

CIN : U4010200R2004SGC007553



No. Const-Zone I/Agarpada /Time Extn/2016/ 2449

Dtd. 26/11/2020

From,

Sr. General Manager (CONST)-ZONE-1, OPTCL,
Bhoinagar, Bhubaneswar -22

To

M/s Jagabandhu Enterprisers Pvt. Ltd.
Plot No- 35/B, Sec-A, Mancheswar Industrial Area,
Rasulgarh, Bhubaneswar-10,
E-mail : sunilmuduli@jagabandhuenterprisers.com, jepl_bbsr@rediffmail.com

Sub : Amendment to Letter of Award of Second contract for Erection (Installation) of equipment/ materials for the work " Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2x20 MVA- 132/33 KV Sub-station at AGARPADA & associated 132-KV LILO line on Turnkey basis in the State of Odisha.

Ref : This has reference to the following :

- (i) Our Invitation for Bids (DCB) vide e- TENDER NOTICE NO- 25/2013-14
- (ii) LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/4792 (ERECTION CONTRACT) Dated 16.08.2014
- (iii) Amendment to LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/ 7955 dated 31.10.2016
- (iv) Amendment to LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/5262 dated 21.09.2017
- (v) Amendment to LOA No Sr. G.M-CPC-e-tender-Agarpada (Pkg : 25-03)/56/2013/7112 dated 13.12.2017
- (vi) Amendment to LOA No Const-Zone I/Agarpada/Time Extn/2016/476 dated 19.02.2018
- (vii) Amendment to LOA No TRP-SE/Agarpada/2018/ GST Amendment/2040 dated 10.08.2018
- (viii) Amendment to LOA No Const-Zone I/Agarpada/Time Extn/2016/192 dated 25.01.2019
- (ix) Amendment to LOA No Const-Zone I/Agarpada/Time Extn/2016/2517 dated 01.10.2019

Dear Sir

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend TO LETTER OF

Page 1 of 2

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23/06/2020
TAHASILDAR
GONDIA

AWARD placed in your favour for Erection (Installation) of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2x20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132 KV Bhadrak-Anandpur line to 132/33 KV Grid Sub-station, Agarpada as below.

9.0 COMPLETION PERIOD : - Completion period of the project is here by extended upto 30.11.2022 without imposition of I.D penalty & without any additional financial implication to OPTCL.

13.0 CONTRACT PERFORMANCE GUARANTEE : - On extension of completion period, you shall have to extend the validity of contract performance Bank Guarantee in line with clause no. 13.0 to T.O. LOA No. Sr. G.M-CPC-e-tender-Agarpada(Plg: 25-03)/56/2013/4792 (ERECTION CONTRACT) Dated 16.08.2014

All other terms & conditions of the LOA & Tender specification shall remain unaltered.

Please acknowledge the receipt of this amendment order.

Yours Faithfully,

CHIEF GENERAL MANAGER (Construction) ZONE I

C.C.

- (1) E.A to C.M.D , OPTCL for kind information of the C.M.D. OPTCL, Bhubaneswar.
- (2) Director (Project), OPTCL, Bhubaneswar
- (3) C.G.M (Construction)/C.G.M (O&M)/C.G.M (Finance)/ Sr. G.M (CPC) OPTCL, Bhubaneswar
- (4) G.M, EHT (Construction) Circle, OPTCL, Jajpur road/ D.G.M, EHT (Const.) Division, OPTCL, Balasore (DGM may forward the copies of the amendment order to the respective S/D).
- (5) D.G.M (Finance) (CPC)/ G.M (F) (Construction Zone I) OPTCL, Bhubaneswar.

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23/06/2023
TAHASILDAR
GONDIA



By Registered Post with AD

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Registered Office: Janpath, Bhubaneswar-751022

OFFICE OF THE SENIOR GENERAL MANAGER (CPC)

Telephone No.0674-2541801

Fax No.0674-2542964

No. Sr. G.M-^{CPC}e-tender -Agarpada(Pkg:25-03) / 56 / 2013

4792 Date: 16/08/14

From,
The Sr. General Manager [CPC], OPTCL,
Bhoinagar, Bhubaneswar-22

To
M/s Jagabandhu Enterprisers Pvt Ltd.
Plot No-35/B, Sec-A, Muneswar Industrial Area,
Rasulgarh, Bhubaneswar-10,
E-mail: -sunilmuduli@jagabandhuenterprisers.com,
jepl_bbsr@rediffmail.com

**'LETTER OF AWARD' FOR ERECTION CONTRACT OF EQUIPMENT
(MATERIALS)' (Second Contract)**

Sub: : Letter of Award of Second Contract for Installation (ERECTION) including civil works for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV L/L/O line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

SCOPE OF WORK:

(I) Scope of work for construction of 2X20 MVA, 132/33 KV Sub-station at AGARPADA is as follows:

(a)

1	132 KV bay	05 Nos.	Feeder bay-02, Transformer bay-02, Bus-coupler bay-01
2	33 KV Bays:	07 Nos	Feeder bay- 04, Transformer bay-02, B/C Bay-01
3	Unequipped bays	04 Nos	132 KV bay- 02 Nos & 33 KV bay- 02 Nos. Proposed bays shall be unequipped but with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays

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(b) Supply and installation of equipment/materials as per BPS (including all civil works) with required column foundations, supply & erection of structures with spreading, earth mat laying, bus extension etc.

(c) Testing and commissioning of bay extension at Sub-station & its accessories.

(d) Handing over of the completed system to the Owner.

(e) Satisfactory conclusion of the Contract.

(ii) Scope of work for construction of associated 132 KV L.H.O line is as follows:

(a)

1	132kvSC transmission line	12.7 KMS	132 kv L.H.O line on 132KV Bhadrak-Anandpur Line to 132/33KV GRID S/s, AGARPADA.
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(b) Transmission Line route survey of entire stretch, Settlement of all issues related to right of way.

(c) Supply and installation of equipment/materials as per BPS (including all civil works) with required tower foundations, supply & erection of tower structures with insulators etc.

(d) Testing and commissioning of Transmission Line & accessories.

(e) Handing over of the completed system to the Owner

(f) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station or as directed by the Engineer In charge.

(g) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents Sr.G.M- CPC-TENDER- PACKA (E- 25-03 / 2013-14

Ref: This has reference to the following:

(i) Our Invitation for Bids (ICB) vide e-TENDER NOTICE NO- 25 / 2013-14

(ii) Bidding Documents for the subject package issued to you. Spec No. Sr.G.M- CPC-TENDER- PACKA (E- 25-03 / 2013-14 comprising the followings.

(A) COMMON DOCUMENT:

- (1) Bidding Instruction (Section: INV & INB (Vol-I).
- (2) General Conditions of Contract-Section-GCC(Vol-IA).
- (3) Erection Conditions of Contract-Section-ECC(Vol-IA).
- (4) Special Conditions of Contract(Vol-IA).
- (5) Technical Specifications & General Technical Conditions(Vol-II).

(B) PACKAGE SPECIFIC DOCUMENT:

- (6) Technical Data Sheets & Scope of work (Vol-III).
- (7) Bid Proposal sheet and Price Schedules (Vol-III).

o v. /

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 02/08/2013

(iv) Your Proposal for the subject package submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014

(v) Your correspondences from time to time.

(vi) We confirm having accepted your proposal submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014 read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **LETTER OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* (herein after referred to as 'SECOND CONTRACT').

Dear Sirs,

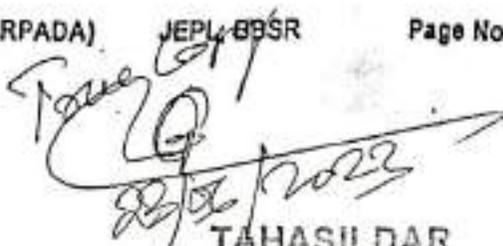
I.O With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to place this **LETTER OF AWARD** on you for Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* at a total cost of ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only (after arithmetical corrections, including taxes & duties (except entry taxes) as per the following break up:

(B) SECOND CONTRACT (ERECTION PORTION):

Civil works & Erection of Equipment and Materials, Schedule 2C substation.	
Electrical works (Part-A)	₹ 89,80,914.21
Civil works (Part-B)	₹ 7,67,03,577.89
Civil works & Erection of Equipment and Materials, Schedule 2C transmission line.	
Electrical works (Part-A)	₹ 29,99,432.35
Civil works (Part-B)	₹ 1,06,74,461.08
ERECTION CONTRACT PRICE	₹ 9,93,58,385.53

Total (I/O): ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only.

- v -


 22/02/2022
**TAHASILDAR
GONDIA**

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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath, Bhubaneswar

CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553

Telephone: 0674-2541801, Fax: 0674-2542964

Connect us Facebook/optcl.odisha - Twitter/optcl odisha

No. Sr.GM-CPC-e-Tender-Agarpada (Pkg-25-03)/56/2013/ 402 /Dated. 02.06.2023

From

The Senior General Manager [CPC],
OPTCL, Bhojnagar, Bhubaneswar-22

To

The Tahasildar,
Tahasil Office, Gondia**Sub:** Regarding verification of genuineness and submission of report thereof**Ref:** Your office letter No.-1859 Dt.24.05.2023

Sir,

With reference to the above, it is to intimate that, this office had issued the Letter of Award as per letter No.-Sr.GM-CPC-e-tender-Agarpada (Pkg:25-03)/56/2013/4792 Dt.16.08.2014 and final BoQ amendmend vide letter No.-Sr.GM-CPC-e-tender-Agarpada (Pkg:25-03)/56/2013/1018(12) Dt.29.12.2021.

Photo copies of the same are enclosed herewith for your reference and further necessary action.

Encl: As above

Yours faithfully,

Kant
21.6.2023

SENIOR GENERAL MANAGER [C.P.C.]

C.C. AGM (LAW), OPTCL for information & necessary action

True copy


23/6/2023
TAHASILDAR
GONDIA



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
Registered Office: Janpath, Bhubaneswar-751022
OFFICE OF THE SENIOR GENERAL MANAGER (CPC)
Telephone No.0674-2541801 Fax No.0674-2542964

No. Sr. G.M-^{CPC} tender -Agarpada(Pkg:25-03) / 56 / 2013

4792 Date: 16/01

From,
The Sr. General Manager [CPC], OPTCL,
Bhoingar, Bhubaneswar-22

To
M/s Jagabandhu Enterprisers Pvt Ltd,
Plot No-35/B, Sec-A, Mancheswar Industrial Area,
Rasulgarh, Bhubaneswar-10,
E-mail: sunilmuduli@jagabandhuenterprisers.com,
jepl_bbsr@rediffmail.com

**'LETTER OF AWARD FOR ERECTION CONTRACT OF EQUIPMENT
(MATERIALS' (Second Contract)**

Sub: Letter of Award of Second Contract for Installation (ERECTION) including civil works for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV L/L/O line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

SCOPE OF WORK:

(I) Scope of work for construction of 2X20 MVA, 132/33 KV Sub-station at AGARPADA is as follows:

(a)

1	132 KV bay	05 Nos.	Feeder bay-02, Transformer bay-02, Bus-coupler bay-01
2	33 KV Bays:	07 Nos	Feeder bay- 04, Transformer bay-02, B/C Bay-01
3	Unequipped bays	04 Nos	132 KV bay- 02 Nos & 33 KV bay- 02 Nos. Proposed bays shall be unequipped but with required column foundations, supply & erection of structures with beam. site surfacing (metal spreading), earth mat laying, bus extension etc are to be considered. There shall be no equipment foundations for the unequipped bays

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(b) Supply and installation of equipment/materials as per BPS (including all civil works) with required column foundations, supply & erection of structures with beam, site surfacing (metal spreading), earth mat laying, bus extension etc.

(c) Testing and commissioning of bay extension at Sub-station & its accessories.

(d) Handing over of the completed system to the Owner.

(e) Satisfactory conclusion of the Contract.

(II) Scope of work for construction of associated 132 KV LILO line is as follows:

(a)

1	132kvSC transmission line	12.7 KMS	132 kV LILO Line on 132KV Bhadrak-Anandpur Line to 132/33KV GRID S/s, AGARPADA.
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(b) Transmission Line route survey of entire stretch, Settlement of all issues related to right of way.

(c) Supply and installation of equipment/materials as per BPS (including all civil works) with required tower foundations, supply & erection of tower structures with insulators etc .

(d) Testing and commissioning of Transmission Line & accessories.

(e) Handing over of the completed system to the Owner

(f) Installation of PLCC indoor equipment (owner supply item) at both the end of the sub-station or as directed by the Engineer In charge.

(g) Satisfactory conclusion of the Contract.

The above works are to be carried out as per Specification/Bid documents Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14

Ref: This has reference to the following:

(i) Our Invitation for Bids (DCB) vide e-TENDER NOTICE NO- 25 / 2013-14

(ii) Bidding Documents for the subject package issued to you, Spec No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 comprising the followings.

(A) COMMON DOCUMENT:

(1) Bidding Instruction(Section: INV & INB (Vol-I).

(2) General Conditions of Contract-Section-GCC(Vol-IA).

(3) Erection Conditions of Contract-Section-ECC(Vol-IA).

(4) Special Conditions of Contract(Vol-IA).

(5) Technical Specifications & General Technical Conditions(Vol-II).

(B) PACKAGE SPECIFIC DOCUMENT:

(6) Technical Data Sheets & Scope of work (Vol-IIA).

(7) Bid Proposal sheet and Price Schedules (Vol-IB).

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(iii) Different corrigendum/clarification issued from time to time and duly uploaded in OPTCL web site.

(iv) Your Proposal for the subject package submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014

(v) Your correspondences from time to time.

(vi) We confirm having accepted your proposal submitted M/s Jagabandhu Enterprisers Pvt Ltd vide your proposal no. JEPL/OPTCL/AGARPADA /880(A) /13.02.2014 read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the **LETTER OF AWARD** for the work of Design, Engineering, Supply, Erection, complete civil & electrical structural works, pre-commissioning, installation, storage, storage cum Erection Insurance, testing and commissioning including performance testing, completion of facility, Guarantee, Testing and handing over to OPTCL of the equipment / materials for construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* (herein after referred to as 'SECOND CONTRACT').

Dear Sirs,

1.0 With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to place this **LETTER OF AWARD** on you for Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per *e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14* at a total cost of ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only (after arithmetical corrections, including taxes & duties (except entry taxes) as per the following break up:

(B) SECOND CONTRACT (ERECTION PORTION):

Civil works & Erection of Equipment and Materials, Schedule 2C substation.	
Electrical works (Part-A)	₹ 89,80,914.21
Civil works (Part-B)	₹ 7,67,03,577.89
Civil works & Erection of Equipment and Materials, Schedule 2C transmission line.	
Electrical works (Part-A)	₹ 29,99,432.35
Civil works (Part-B)	₹ 1,06,74,461.08
ERECTION CONTRACT PRICE	₹ 9,93,58,385.53

Total (R/O): ₹ 9,93,58,386.00 (Rupees Nine crore ninety three lakh fifty eight thousand three hundred eighty six) only.

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(i) The above price as per bidding condition is inclusive of all taxes and duties, cess and levies and except service tax which shall be paid extra as applicable against production of documentary evidence.

2.0 NATURE OF PRICE: - {(*) SCC- Vol-IA}

The above prices are subject to provision of price variation/adjustment as per bidding condition for Sub-station & Line.

For all purpose latest IEEMA circular on PV shall be followed.

3.0 APPLICABLE TAXES:-

(i) The above price as per bidding condition is inclusive of all taxes and duties and levies except service tax.

(ii) **Service Tax:** -Service tax shall be paid extra as applicable against production of documentary evidence.

(iii) **PAN No.:** -You have to furnish the PAN of your firm as required under IT Act before execution of the above order.

(iv) **TDS on IT:** IT shall be deducted from your bills as applicable from time to time (The present rate being @ 2%).

(v) **WORK CONTRACT TAX or VAT:** WCT shall be deducted from your bills as applicable from time to time (the present rate being @4%).

(vi) **Building & other construction workers welfare Cess:** Shall be deducted from bills as applicable from time to time(the present rate being @1%).

4.0 QUANTITY VARIATION :(Refer Cl 9.0 of SCC)

The quantity of all equipment/materials given in the Bid Proposal Sheets, Volume-IB of the bidding documents are provisional. The total variation in quantity shall be unlimited. The Contractor shall be responsible for supply and execution of such extra quantities for completion of the entire work under their scope and they shall be paid for such extra quantities at the unit rate indicated in the LOA. However, payment shall be made after approval of the extra quantity executed, by the competent authority.

4.1 TYPE TEST CERTIFICATE.

Where valid type test certificate of materials during last five years are available OPTCL shall not insist for further type test.

5.0 PAYMENT: - Refer Cl No.34 of GT&CC &

5.1 TERMS OF PAYMENT: - Refer Cl No. 8 of SCC.

Payment for Erection and commissioning work:

(i) 90% cost of erection shall be paid as running bill within 30 days on production of the bill to the engineer in charge on verification thereof after completion of erection work , testing and commissioning of the respective items and on certification of the same by the owner.

(ii) Balance 10% cost of the erection shall be paid only after satisfactory commissioning of the project and handing over to OPTCL.

The details of the terms of payment for Erection Contract for (a) Construction of Control Room Building,(b) Construction of Colony Quarters & (c) Construction of Boundary Wall are as indicated below.

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A) Construction of Switch yard Building, Control room Building: (Double Storied)

Sl No.	Description of Stages	Payment Terms
1	RCC as per Contract:	
1.1	Ground Floor	(60% of total price)
1.1.1	Up to plinth level	15% of 60% of ordered price i.e. 9% of the total value
1.1.2	Up to lintel level	30% of 60% of ordered price i.e. 18% of the total value
1.1.3	After roof casting	55% of 60% of ordered price i.e. 33% of the total value
1.1.4	First Floor	(40% of total price)
1.1.5	(1) Up to lintel level	35% of 40% of ordered price i.e. 14% of the total value
1.1.6	(2) After roof casting	65% of 40% of ordered price i.e. 26% of the total value
2	Brick masonry work as per contract	
2.1	(1) Ground Floor	60% of the total price
2.2	(2) First Floor	40% of the total price
3	Flooring as per Contract	
3.1	(1) Ground Floor	55% of the total price
3.2	(2) First Floor	45% of the total price

B) Construction of Colony Quarters:

Sl No.	Description of Stages	Payment Terms
1	'D'-type as per contract	
1.2	Up to plinth level	10% of the ordered price
1.2	After brick work	15% of the ordered price
1.3	After roof casting	30% of the ordered price
1.4	After complete in Full shape	45% of the ordered price
2	'E' type as per contract	
2.1	Ground Floor	(60 % of total price)
2.1.1	Up to plinth level	10% of 60% of the ordered price i.e. 6% of the total price
2.1.2	After brick work	15% of 60% of the ordered price i.e. 9% of the total price
2.1.3	After roof casting	30% of 60% of the quoted price i.e. 18% of the total price
2.1.4	After complete in Full	45% of 60% of the ordered price i.e. 27% of the

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	shape	total price
2.2	First Floor	(40% of the Total price)
2.2.1	Up to lintel level	15% of 40% of the ordered price i.e. 6% of the total price
2.2.2	After roof casting	30% of 40% of the ordered price i.e. 12% of the total price
2.2.3	After complete in Full shape	55% of 40% of the ordered price i.e. 22% of the total price

(A) Construction of Boundary Wall:

Sl No.	Description of Stages	Payment Terms
1	Excavation & bed Concrete & Foundation	20% of the ordered price pile foundation with grade beam
2	Brick Work	30% of the ordered price
3	Plastering	20% of the ordered price
4	After complete in full shape	30% of the ordered price

6.0 SOLVING OF ROW - TREE & PLANT COMPENSATION: Refer Cl NO. 33.0 of SCC. The contractor shall have to solve the entire Right of Way problem at his own cost if any.

7.0 ENGAGEMENT OF SECURITY: The contractor shall have to engage his own security at his own cost till final handing over of the entire work to OPTCL.

8.0 INCENTIVE: Refer Clause No.30.0 of SCC: 0.25% of the contract price as an incentive, per completed full month (no proportionate or the part thereof) shall be given, for the projects completed before the scheduled date of completion but limiting to overall 2.5%.

9.0 COMPLETION PERIOD:- Completion period of the project is 24 (Twenty Four) months from the date of issue of the LOA. Submit the detailed work schedule accordingly. (Refer Vol-IA/ SCC /Cl No. 10).

9.1 The Bidder shall include in his proposal his programme for furnishing and erecting the equipment covered under the package. The programme shall be in the form of a bar chart / master network identifying key phases in various areas of total work like procurement of raw material / bought out items/components, manufacturing, type testing, supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the transmission line and transformers so as to achieve testing & commissioning of all equipment/materials under this Package within 24 (Twenty Four) months from the date of Letter of Award(LOA).

9.2 The schedule shall be reckoned from the date of issue of Letter of Award(LOA). Within 15 (fifteen) days of issuance of Letter of Award/NOA, Contractor shall submit Bar Chart/ PERT Network (in MS Project) conforming to the delivery/erection dates mentioned in Letter of Award(LOA) for review and approval. After approval of Bar Chart/PERT Network, one reproducible with sufficient number of prints as desired by Odisha Power Transmission Corporation Ltd., shall be submitted.

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THE BAR CHART/ PERT NETWORK WILL BE THE PART OF THE CONTRACT AGREEMENT.

PROGRESS REPORTS (Cl No. 17 of SCC, Vol-IA):

During execution of the Contract, the Contractor shall furnish monthly progress reports to OPTCL in a format (in MS project) indicating the progress achieved during the month, and total progress up to the month against scheduled dates in respect of activities covered in programmes / schedules referred to above.

9.3 The provision of Liquidated Damage leviable in case of delay in completion pursuant to Clause 12.0 of SCC-Vol-IA shall become effective after the period mentioned above for successful completion of testing and commissioning.

10.0 NODAL cum PAYING OFFICER:- For the purpose of this LOA, DGM, EHT (Construction) Division, BALASORE, OPTCL shall be the NODAL cum PAYING OFFICER for this AGARPADA package under whom the Sub-stations & its associated system are being executed.

11.0 CONSIGNEE:- S.D.O., EHT[C] Sub-Division, BHADRAK shall be the consignee for the above work.

12.0 CONTRACT PERFORMANCE GUARANTEE:- Refer Cl No.40 of INB. As a Contract Performance Security, you shall be required to furnish a Performance Guarantee from any Bank as per Annexure – XV to Volume-IA, in the form attached as Annexure –II to Volume-IA in favour of the Odisha Power Transmission Corporation Ltd. The guarantee amount shall be equal to ten percent (10%) of the Contract price (**Erection portion only**) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. This performance guarantee shall be valid up to 90 days after the end of Guarantee Period. **The contractor shall furnish the Contract Performance BG in the prescribed form within 30 days of Letter of Award.** (Clause No. 11 of SCC, Vol-IA).

13.0 SIGNING OF CONTRACT: Refer Cl No.39.0 of INB: You will prepare the Contract Agreement as per the proforma enclosed at Annexure-IX to Volume-IA and the same will be signed within **30 (thirty) days** of issue of LOA.

Imp: Following documents to be furnished as per the time period indicated elsewhere in the LOA.

- (a) Performance BG should be furnished: First.
- (b) Signing of contract agreement: Second

14.0 MOBILIZATION ADVANCE:- Refer Cl No. 8 of SCC.

14.1 Ten percent (10%) of the Ex-works price component shall be paid as an initial advance on presentation of the following:

- (a) Acceptance of the Letter of Award by the Contractor.
- (b) Contractor's detailed proforma invoice for claiming mobilisation advance.
- (c) An unconditional & irrevocable advance payment Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for the equivalent amount of advance in accordance with the provisions of Clause 34.7.1 (i) (b), Section –GCC, Volume-1 and as per Performa attached with Section-Annex. Of Volume-I (Conditions of Contract). The said Bank Guarantee shall be initially valid up to the end of ninety (90) days after the scheduled date for successful completion of commissioning and shall be extended from time to time until ninety (90) days

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beyond the actual date of successful completion of commissioning, as may be required under the contract.

On progressive payment to the Contractor, the advance taken shall be recovered proportionately from the bill and after such adjustment the contractor shall furnish the reduced amount BG against the outstanding advance payment in four stages.

(d) An unconditional & irrevocable Bank Guarantee in favour of Odisha Power Transmission Corporation Ltd., for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 41.0, Section INB and Clause 11.0 below and as proforma attached with Section-Annex. of Volume-I (Conditions of Contract). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

(e) Detailed PERT Network/Bar Chart and its approval by the Owner (Project completion schedule is enclosed).

14.2 All advance payment shall be, interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:

(a) All advance payment made shall be recovered progressively from each running bill of the contractor @10% of each bill value.

(b) The amount of interest to be recovered from a particular bill shall be calculated @10% per annum on the value of advance corresponding to the % age of total progressive payment being released. The period for which, the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment of the expiry of stipulated time frame for release of such progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

15.0 LICENSE: Refer Clause No. 32 of SCC:

(a) **PROJECT LICENSE:** Contractor has to obtain project license in respect of the projects from the competent authority at his own cost, prior to commencement of works.

You have to furnish the Project License for execution of the above mentioned work from the Chief Electrical Inspector, Govt. of Odisha, before commencing work on the project/furnish documents proving that you have applied for the project license with C.E.I, Odisha.

(b) **ELECTRICAL LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid licenses from Odisha State, except in the case of packages / turnkey jobs where electrical jobs may be sub-contracted by the Main Contractor. In all such cases, the Main contractor shall get the work executed only through agencies having such valid licenses.

16.0 INDEMNITY BOND: Ref CI No. 13 of SCC:

For the materials/equipment to be provided by the Contractor and/ or for the owner supplied items, it will be the responsibility of the Contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at Annexure -VIII, Conditions of Contract, Vol-I in favour of Odisha Power Transmission Corporation Ltd. against loss, damage and risks involved for the full value of the materials. This INDEMNITY BOND shall be furnished by the Contractor before commencement of the supplies and shall be valid till the

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scheduled date of completion of the project, testing, commissioning and handing over of the Project to owner.

17.0 POWER, WATER & COMMUNICATION: Refer Cl No. 15 of SCC

The Contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction / erection of equipment and line at his own cost.

18.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP Etc. : Ref Cl No.16 of SCC.

The Contractor shall make his own arrangements for land for construction of his field office, workshop, stores, locations, assembling yard, etc. as required for execution of the Contract at his own cost.

19.0 You have to accept the techno commercial specification of OPTCL unconditionally without any deviation and shall furnish an undertaking that you will execute the work as per the schedule of quantities (including missed out/unquoted items & without any additional financial burden to OPTCL & supply the equipment/materials as per OPTCL approved makes/vendors).

20.0 LIQUIDATED DAMAGE(LD) FOR DELAY IN COMPLETION: REF CL. NO.12.0 OF SCC:

In lieu of LD as specified in Clause No.14 of GCC, Vol-1A the following shall apply. If the contractor fails to perform the work within the specified period given in the contract or any extension granted thereof, with respect to successful completion of testing and commissioning of sub-station & associated system, the contractor shall pay to Odisha Power Transmission Corporation Ltd as LD, a sum of half percent (0.5%) of the contract price for each calendar week of delay or part thereof. However, the amount of LD for the contract shall be limited to a maximum of five percent (5%) of the total contract price except for spares. The maximum limit of LD for spares shall be ten percent (10% of corresponding value).

21.0 **GUARANTEE:-** This Clause shall be governed as per below.

21.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of **twelve (12) calendar months** commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's supervisory Engineer.

21.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

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21.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of **twelve (12) months** from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.

21.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

21.5 The cost of any special or general overhaul rendered necessary during the **maintenance period** due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

21.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.

21.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

21.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 22.1 through

21.9 above, shall remain till the end of 10 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee [more than **twelve (12) months**] is provided by such Sub-Contractor, the Employer shall be entitled to the benefits of such longer guarantee.

21.10 The provisions contained in this clause will not be applicable.

(a) If the Employer has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

(b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

22.10 The contractor shall not stand guaranteed for the materials supplied by OPTCL but shall guarantor for the execution of the materials.

22.0 **INSURANCE:-** The contractor shall arrange insurance coverage for the OPTCL materials at his custody for substation under execution as per the conditions laid down in the relevant clause of the technical specification, till final handing over of the project to OPTCL. Refer the Clause No. 38.0 Section-GCC, Vol-IA & Clause No. 14 of SCC of Vol-IA.

23.0 **PAYMENT DUE FROM THE CONTRACTOR:-** All costs or damages for which the contractor is liable to the purchaser will be deducted by the purchaser from any money due to the contractor under the contract.

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24.0 JURISDICTION OF THE HIGH COURT OF ODISHA:- Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of the High Court of Odisha extends.

25.0 CONTRACTORS RESPONSIBILITY:- Notwithstanding anything mentioned in the specification or subsequent approval or acceptance of the substation by OPTCL, the ultimate responsibility for satisfactory performance of the substation shall rest with the contractor.

26.0 NON-ASSIGNMENTS:- The contractor shall not assign or transfer the work orders issued as per this contract or any part thereof without the prior approval of OPTCL.

27.0 CERTIFICATES NOT TO AFFECT RIGHTS OF OPTCL:- The issuance of any certificate by OPTCL or any extension of time granted by OPTCL shall not prejudice the rights of OPTCL in terms of the contract nor shall this relieve the contractor of his obligations for due performance of the contract.

28.0 SETTLEMENT OF DISPUTES:- (REF CL NO. 48 OF GCC)

28.1 Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by OPTCL provided a written appeal by the contractor is made to OPTCL. The decision of OPTCL shall be final to the parties hereto.

28.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible be settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by Arbitration as provided in this contract.

29.0 ARBITRATION: (REF CL NO. 49 OF GCC-VOL-IA-CONDITION OF CONTRACT)

30.0 LAWS GOVERNING CONTRACT:- The Contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of Odisha.

31.0 LANGUAGE AND MEASURES:- All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instruction, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

32.0 CORRESPONDENCE:-

32.1 Any notice to the contractor under the terms of the contract shall be served by registered mail or by hand to the authorized local representative of the contractor and copy by post to the contractor's principal place of business.

32.2 Any notice to OPTCL shall be served to the Sr. General Manager [C.P.C.] Odisha Power Transmission Corporation Ltd., Bhubaneswar-751022 (Odisha) in the same manner.

33.0 SECRECY:- The contractor shall treat the details of the specification and other documents as private, confidential and they shall not be reproduced without written authorization from OPTCL.

34.0 INSPECTION BY STATUTORY AUTHORITY:- You have to arrange the final inspection by the statutory authority including deposit of all fees after completion of the work, before handing over the project to OPTCL.

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35.0 FORCE MAJEURE:- This Clause shall be governed as per Clause No. 42 of GTCC of this Bidding Document No. : Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

36.0 RECONCILIATION OF ACCOUNTS: - This shall be governed as per Clause No. 50 of GTCC of this Bidding Document No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA).

37.0 All other terms and conditions of tender specification bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 (AGARPADA) in addition to the above clauses shall also hold good for the above package for Supply of equipment/materials and completion of facility for Sub-stations/bay extension and associated transmission line at AGARPADA.

38.0: OTHER CONDITIONS:

38.1: You have not taken any deviation to Technical and Commercial Portion of OPTCL's Bidding Documents and their corrigendum/amendments/errata. Any deviation/variation/exception found anywhere in the bid submitted by you, to the terms & conditions of OPTCL's Bidding Documents, stands withdrawn without any financial implication to OPTCL.

38.2: The price quoted for Freight & Insurance in Schedule-2A (for Substation equipment/materials) is Inclusive of Service Tax while in Schedule-2C (Substation) it is Excluding Service tax.

38.3: Some of the materials/equipment pertaining to this work are bought out & some are direct. The Mode of transaction of items shall be Bought-Out & Direct respectively and type tested as per technical specification, latest type test report shall be submitted during detail Engineering. The price quoted is inclusive of all taxes and duties except entry tax as per bidding document.

38.4: You have to furnish the organization chart of Design/Engg., Field Organization QA Organization and JV Organization for this project shall be submitted to OPTCL in case of award.

38.5: You have submitted GTP for some of the equipment. GTPs for all the items shall be finalized by OPTCL at the time of detailed Engineering based on the equipment to be procured from manufactures as specified in the technical specification.

39.0

(i) We have also notified to you vide our LETTER OF AWARD No. ¹⁷ Dated 16-09-2014 for award of another LETTER OF AWARD on you for Supply of equipment/ materials and completion of facility for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) and associated system on Turnkey basis, in the state of Odisha as per Specification/Bid document no: Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14). (here in after referred to as 'FIRST CONTRACT').

(ii) 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.

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(iii) 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.

This LETTER OF AWARD for Erection of electrical equipment and materials, including all civil foundation works, testing & commissioning for Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Substation at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 is being issued to you in duplicate. We request you to return the duplicate copy duly signed and stamped on each page, by the authorized signatory of your company as a token of your acknowledgment and confirmation.

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 days from the date of this Letter of Award.

The detail price schedule for supply of materials/equipment for Sub-Stations and associated system is enclosed.

Please complete all the formalities and give your unconditional acceptance to the LOA within 15 (fifteen) days from the issue of this LOA for taking further necessary action at this end.

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

Enclosed :

- (a) PRICE SCHEDULE;
- (b) INDICATIVE PROJECT COMPLETION SCHEDULE.
- (c) CONTRACT PERFORMANCE BG & CONTRACT AGREEMENT FORMAT

Yours faithfully,

SENIOR GENERAL MANAGER [C.P.C.]

DATED: 16/08/14

MEMO NO.

4793 (2)

Copy to E.A to C.M.D. OPTCL/ Sr. P.S. to Director (Finance) for kind information of C.M.D. OPTCL & Director (Finance), OPTCL.

SENIOR GENERAL MANAGER [C.P.C.]

DATED: 16.08.2014

MEMO NO.

4794 (1)

Copy along with enclosure to the C.G.M. (Construction)/ C.G.M (O&M)/ C.G.M.(Finance)/ C.G.M, TP & Construction OPTCL, Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

Tinner Copy
22/08/2014
TAHASILDAR
GONDIA

4795 CD

MEMO NO.

DATED: 16/08/14

Copy along with enclosure to the (1) G.M, EHT (Construction) Circle, OPTCL, Jajpur road / (2) D.G.M, EHT (Const.) Division, OPTCL, BALASORE (DGM may forward the copies of the LOA to the respective Sub-Division for their information & necessary action).

Memo No. 4796 (B) Dated: 16/08/14

SENIOR GENERAL MANAGER [C.P.C.]

[Handwritten signature]

Copy along with enclosure to the A.G.M (Finance) (CPC) D.G.M (F) TP&C OPTCL, Bhubaneswar for information and necessary action.

SENIOR GENERAL MANAGER [C.P.C.]

[Handwritten signature]

A copy with enclosure to Guard File.

True copy
[Signature]
22/06/2023
TAHASILDAR
GONDIA

[Faint handwritten notes]



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡି.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: Janpath: Bhubaneswar

CORPORATE IDENTITY NUMBER (CIN) U40102OR2004GC007553

Telephone: 0674-2541801, Fax: 0674-2542964

Connect us Facebook/optcl.odisha - Twitter/optcl odisha

BY Speed post

No. Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/ 56/ 2013/

1018 (12) /Dated: 29.12.2021

From

The Chief General Manager [CPC],
OPTCL, Bhoinagar, Bhubaneswar-22

To

M/s Jagabandhu Enterprisers (P) Ltd,
Plot No 35/B, sector A.,
Mancheswar Industrial Estate, Rasulgarh,
Bhubaneswar-751010,
E-mail: sunilmuduli@jagabandhuenterprisers.com / jepl_bbsr@rediffmail.com

Sub: Final BoQ Amendment to Letter of Award (of First Contract & Second Contract) for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14.

Ref: (1) This office NOA No Sr.G.M-CPC-e-Tender-Agarpada (Pkg-25-03)/ 56/ 2013/ 4787 dated 16.08.2014 (Supply Contract) & 4792 dated 16.08.2014 (Erection Contract)
(2) Letter No.-Const-Zone I / Agarpada/ Time Extn/ 2016/ 1995 (2) Dt. 28.10.2021 of Sr. GM, (Const), Zone-I, OPTCL, Bhubaneswar.

Dear Sirs,

With reference to the above, ODISHA POWER TRANSMISSION CORPORATION LIMITED is hereby pleased to amend the final BoQ to **Letter of Award (of First Contract & Second Contract)** for the work "Design, Engineering, Supply, Erection, Testing & Commissioning of Construction of 2X20 MVA-132/33 KV Sub-station at AGARPADA & associated 132 KV LILO line from 132kv Bhadrak-Anandpur line to 132/33kV Grid substation, Agarpada (Line length- 12.7kms approximately) on Turnkey basis in the State of Odisha as per e-tender Notice No. 25 / 2013-14 & Tender specification No. Sr.G.M- CPC-TENDER- PACKAGE- 25-03 / 2013-14 to the extent as follows (the detailed statements of BoQ enclosed):

Trace
29/12/2021
TANASILDAR
GONDIA

Sl No	Description	Total Contract Price including Taxes as per LOA in INR	Total Amount including GST after final BOQ Amendment in INR
1	SUPPLY COMPONENT OF THE WORKS CONTRACT FOR SUB STATION AND LINE.	12,92,78,002.44	10,17,05,557.82
2	ERECTION COMPONENT INCLUDING CIVIL WORKS OF THE WORKS CONTRACT FOR SUB STATION AND LINE.	9,93,58,385.53	7,88,60,574.61
3	TOTAL CONTRACT PRICE IN INR	22,86,36,387.97	18,05,66,132.43

OR, R/O to Rs. 18,05,66,132.00 (Rupees Eighteen Crore Five Lakhs Sixty Six Thousand One Hundred Thirty Two) only.

Regarding pre-GST and post-GST portion and taxation aspects thereof, the copy of detailed statement submitted by O/o Sr. GM (Const.), Zone-I, OPTCL, Bhubaneswar are attached herewith to be referred.

COMPLETION PERIOD: Completion period of the project is hereby extended up to **31.07.2021** to regularise the pending bills and procurement of materials for return to EHT (C) Division, Jaypore & without imposition of LD & without any financial burden to OPTCL.

All other terms & conditions of the LOA and its amendments remain unchanged.

Kindly return the duplicate copy of the amendment order with your signature as a token of your acceptance of the same within 7 days of receipt of this letter otherwise it is treated to be your acceptance.

Encl: Detailed statements of revised BoQ.

Yours faithfully,

[Handwritten Signature]

CHIEF GENERAL MANAGER [C.P.C.]

CC TO:-

- (1) E.A to M.D. OPTCL/ Sr. P.S. to Director (Finance)/ T.A. to Director (Operation) / T.A. to Director (Project) for kind information of M.D. OPTCL/ Director (Finance)/ Director (Operation)/ Director (Project) OPTCL.
- (2) C.G.M. (Construction)/ C.G.M (O&M)/ C.G M (Finance), OPTCL, Bhubaneswar / Sr. GM, construction, Zone-I, OPTCL, Bhubaneswar
- (3) G.M, EHT (C) Circle, OPTCL, Jaipur / D.G.M, EHT (Const.), Division, OPTCL, Balasore
- (4) Dy. General Manager (F), (CPC), OPTCL, Bhubaneswar/ D.G.M (Finance), O/O of Sr. GM, Construction, Zone-I, OPTCL, Bhubaneswar



OFFICE OF THE TAHASILDAR, GONDIA

Letter No. 4915 /Dt. 11.11.2020

To

The Chief General Manager,
M/s. GAIL (India) Ltd.,
At- 612/Utkal Signature, Pahal,
Bhubaneswar.

Sub: Clarification on settlement of sairat source adjacent to the area used by M/s. GAIL (India) Ltd. for gas pipeline project.

Sir,

In inviting a reference to subject cited above, I am to say that, it has been planned for excavation of minor mineral i.e. Road metal from the following land schedule being feasible for the purpose.

Village	Khata No.	Plot No.	Area	Kissam	Remarks
Nihalprasad	1433/1134	1241/9761	Ac.3.00	Patita	
	1433/1155	1241/9780	Ac.2.25	Patita	

During the visit to the land schedule above on Dt.30.09.2020, the joint technical committee constituted for identification of land for settlement of sairat source in respect of Gondia Tahasil, has observed that the natural gas pipeline of GAIL (India) Ltd. is lying at a private plot near the quarry. As such, the committee opined to obtain necessary clearance from the GAIL (India) authority prior to settlement of the source on least. Necessary land plan is enclosed herewith for your ready reference.

You are, therefore, requested to take necessary steps in the matter and furnish necessary clarification in the above matter at an early date for further processing of the proposal for settlement of sairat source.

Yours faithfully,

[Signature]
Tahasildar, Gondia

Encl: As above.

[Signature]
TAHASILDAR
GONDIA

True copy

[Signature]
23/06/2023
TAHASILDAR
GONDIA

2440
14.12.20

Jagdishpur-Haldia-Bokaro-Dhamra
Gas Pipeline Project office
612, Utkal Signature, Pahala
NH-5, Bhubaneswar-752101
Phone : 0674-2972116
Dated 14.12.2020

ANNEXURE-C



गैल (इंडिया) लिमिटेड
GAIL (India) Limited
GAIL/BBSR/CONST/GONDIA/2020
The Tahasildar
Gondia, Odisha

Ref: Your letter no. 4915 dated 11.11.2020

SUB: Clarification for settlement of sairat source adjacent to the area used by M/s GAIL (India) Ltd for gas pipeline project

Sir,

With reference to the above letter, GAIL representative has checked the site and it has been found that land mentioned in the above letter is almost 100 mtr away from GAIL pipeline RoU. Hence, GAIL has no objection in doing any type of activity on said lands. However, as a precautionary measure, prior intimation of any type of excavation work to be given to GAIL.

Regards,

CGM(Const.)

दिनबन्धु सोरेन / Dinabandhu Soren
मुख्य निरीक्षक (निर्माण) / Chief General Manager (Const.)
गैल (इंडिया) लिमिटेड / GAIL (India) Limited
612, उत्कल सिग्नेचर, पाहाला, एनएच 5
भुवनेश्वर-752101 / Bhubaneswar-752101

पूरा

LETTER RECEIPT
No: 697
Date: 14/12/20
BY e-MAIL

पंजीकृत कार्यालय :
गैल भवन, 16 भीकानजी कामा प्लेस
नई दिल्ली - 110066, इंडिया
REC'D OFFICE:
GAIL BHAWAN, 16, BHIKANJI CAMA PLACE
NEW DELHI 110066, INDIA

True copy

सीआईएन/CIN
L40200DL1984CO1018976
www.gailonline.com

23/06/2021
TAHASILDAR
GONDIA



ANNEXURE-D

OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, DHENKANAL.
(JUDICIAL SECTION)

No-IX-04/2022/3383/dt. 04/04/2022

E-mail Id - dm-dhenkanal@nic.in Tel.
No.-06762-226500

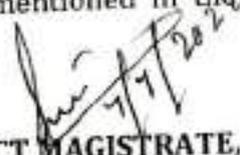
Permission to Jagabandhu Muduli, Managing Director, M/S Jagabandhu Enterprisers Pvt. Ltd, Plot No. 35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar- 751010 is here by extended to carry out controlled blasting Operation till 31.10.2022 in Nihalprasad Road Metal Quarry No. V, Plot No. 1241/9761, 1241/ 9780, Khata No. 1433/1134, 1433/1155 Vill - Nihalprasad, Tahasil - Gondia, Dist- Dhenkanal by engaging M/S Sri Sai Constructions having its regd. office, Plot No. 162/1162, Vill- Saroi, Po- Haridaspur, Tahasil- Dharmasala , Dist- Jajpur represented by Rahul Kumar Gaggar, Managing partner of M/S Sri Sai Constructions , Holder of Explosive License No. E/HQ/OR/22/263 (E80084), subject to the following terms and conditions.

1. The company should use only permissible class of explosives in consonance with the Explosives Act and Rules.
2. The explosive substances are to be carried out from the magazine depot premises through the permitted van with due safety measures on the road during its transmission with prior intimation to the local police and authorities concerned.
3. The balance explosives brought on the day should be returned to the magazine depot premises on the same day without storing at the work site for the next day.
4. Adequate precautions should be taken at the time of carrying out of controlled blasting operation so that there will be no loss of human/animal life or to the environment.
5. By no means blasting operation will be carry out after sun set.
6. Necessary precaution measures to be observed by the company at the controlled blasting site as per Rule 92, 93, 94, 95, 96 & 98 of the Explosive Rules-2008.
7. Prior intimation to be given to the local police before carrying out such operation.
8. The notice should be proclaimed in the adjoining villages (if existing) about the dates and hours of such operation.
9. The company will not make any agreement with any other explosive licensee other than M/S Sri Sai Constructions having its regd. office, Plot No. 162/1162, Vill-Saroi, Po- Haridaspur, Tahasil- Dharmasala , Dist- Jajpur represented by Rahul Kumar Gaggar, Managing partner of M/s Sri Sai constructions to carry out blasting operation without prior permission of District Magistrate, Dhenkanal.
10. Jagabandhu Muduli, Managing Director, M/S Jagabandhu Enterprisers Pvt. Ltd, shall be personally responsible in case of any eventuality occurred or injury to human beings. Besides this he will also see that controlled blasting is made and nobody is present within radius of 1 km. of blasting site during blasting operation. The same responsibility will also be applicable in case of the explosive dealer/licencee.

Continued Page No.2

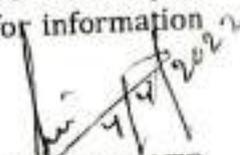
Toune Comp
23/06/2022
TANASILDAR
GONDIA

11. The date of blasting operation should be intimated to the above officials as well as Superintendent of Police, Dhenkanal and collector and District Magistrate, Dhenkanal well in advance.
12. The quantity of minimum possible explosive will be used to crack the rocks only. There should be no flying of rocks so that it will hit any structure, human or animal which will cause any loss of life or property.
13. There should be no person/animal within the safety distance. Every nearby structure should be properly checked whether there is any body present inside it or not.
14. The permission is liable to be cancelled/ revoked by the undersigned for any violation of the aforesaid conditions of any of the provisions mentioned in the Explosive Rules-2008.


 ✓ DISTRICT MAGISTRATE,
 DHENKANAL.

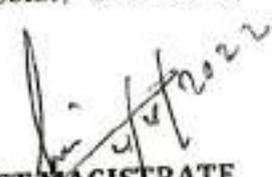
Memo No. 2384/Judl. Dt. 04/04/22

Copy to Jagabandhu Muduli, Managing Director, M/S Jagabandhu Enterprisers Pvt. Ltd, Plot No. 35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar- 751010 / M/s Sri Sai Constructions having its regd. office, Plot No. 162/1162, Vill- Saroi, Po- Haridaspur, Tahasil- Dharmasala , Dist- Jajpur represented by Rahul Kumar Gaggar, for information and necessary action.


 ✓ DISTRICT MAGISTRATE,
 DHENKANAL.

Memo No. 2385/Judl. Dt. 04/04/22

Copy to the Superintendent of Police, Dhenkanal/ Sub Collector, Dhenkanal/ Tahasilidar, Gondia for information and necessary action.


 ✓ DISTRICT MAGISTRATE,
 DHENKANAL.

True copy


 23/06/2023
 TAHASILDAR
 GONDIA

**JOINT FIELD VERIFICATION REPORT OF NIHALPRASAD STONE QUARRY
OVER AN AREA OF 5.25 ACRES OR 2.125 HA AT VILLAGE NIHALPRASAD
UNDER GONDIA TAHASIL, DHENKANAL DIST, ODISHA.**

As per the order of the Tahasildar, Gondia vide letter No 1370 of dated 16.04.2022 a joint field inspection to the Nihalprasad Stone Quarry V & VI over Plot No 1241/9780 & 1241/9761 of Khata no 1433/1155, 1433/1134 of M/s Jagabandhu Enterprisers Pvt. Ltd. was taken up on 01.05.2022. The joint team comprising of Tahasildar Gondia, along with his field staff, joint Director Geology, Dhenkanal Zone, Saidatta Das, Recognised Qualified person with survey team, and Lessee made a detailed assessment to the quarry through GPS Survey. The area was surveyed with respect to the Pillars shown by the concerned RI and the Lessee. It is observed that a quarry has been developed within the area and few parts outside the lease area. The details of excavation was surveyed and recorded.

It is observed from the visit that the Quarry exposes soil, weathered mantle of the country rock, altered granite gneiss and its migmatized equivalents and charnockite at different depth levels with variable thickness. The present RLs of the quarry at different required places were recorded through handheld GPS.

For the purpose of calculation, the outside excavated area has been one patche namely Patch-1 and the average RL of patch was determined from the GPS Data. This excavated area was superimposed over the geological plan of approved mining plan to calculate the quantum of excavation through surface area method because after development of the quarry the lithologies encountered are not conformity with the projected section.

Patch-1 (Outside the Lease area/ beyond the Quarry Area):-

The area under consideration having maximum elevation at 68mRL and quarry floor level at 60mRL. The Patch-2 area has been covered with Topsoil and weathered material at an average height of 2.5m and under the Top soil cover Granite or Stone Patch has been encountered. The Road metal extraction has been considered upto a height of 3.5m from the Quarry floor excluding the weathered top soil layer of 2.5m. The amount of recoverable Road Metal is given in the Table below:

Name of the Quarry	Length of the Quarry (in m)	Average Width of the Quarry (in m)	Surface area (in m ²)	Average height of the Quarry (in m)	Total volume of excavation (in m ³)	Total useable volume of excavation (in m ³) 70%
Patch-2	14	11	154	3.5	539	378

For use only

 23/06/2023
 TAHASILDAR
 GONDIA

Total excavation of Road Metal excluding the weathered product and Reject materials is given in the table below:-

Name of the Patch	Volume of excavation (in m ³) 30%
Patch-1	161
Total	161



Saidatta Das
Recognised Qualified Person
RQP/OD/074/2017

SAIDATTA DAS
RQP/OD/074/2017



Joint Director Geology (I/C)
Zonal Survey, Dhenkanal

Joint Director Geology (VC)
Zonal Survey, Dhenkanal

True copy

CG
23/06/2023
TAHASILDAR
GONDIA

172

TAHASIL OFFICE, GONDIA

(Annexure - 4/4)

Letter No. 1722 /Dt. 09.05.2022

ANNEXURE-E/1

To

Sri Jagabandhu Muduli(MD),
M/s Jagabandhu Enterprisers Pvt. Ltd.,
Plot No.-35/B, Sector-A, Mancheswar Industrial Estate,
Bhubaneswar-751010.

Sub:- Deposit of demand for excavation of minor mineral beyond quarry area Nihalprasad Road Metal Quarry No.-V & VI, Village-Nihalprasad.

With reference to the subject cited above, I am to say that, as per joint field verification report of Joint Director, Geology, Zonal Survey, Dhenkanal and Saidutta Das, RQP (RQP/OD/074/2017), you have excavated of 539 Cubic Meter of Minor Mineral from beyond quarry lease area of Nihalprasad Road Metal Quarry No.-V & VI. As such the demand for excavation of road metal of 539 Cubic Meter from the aforementioned quarry area of village-Nihalprasad on different heads are as follows.

Approved Additional Charges per cum of Road metal is ₹.240.00

Royalty	=	₹.1,99,430.00
EMF	=	₹.9,972.00
DMP	=	₹.19,943.00
TCS	=	₹.3,989.00
Surface Rent	=	₹.21.00
<u>Dead Rent</u>	=	<u>₹.1,080.00</u>
Total	=	₹.2,34,435.00

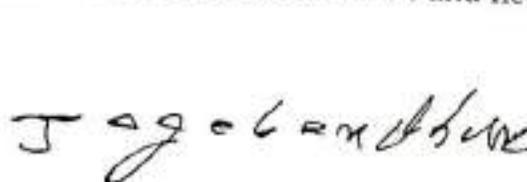
(Rupees Two lakh Thirty-four thousand Four hundred Thirty-Five) only

Besides the above, you are directed to deposit a sum of Rs.1,00,000.00 (Rupees One lakh) only towards penalty for such illegal activity within seven days to the Nazir of this office, failing which the temporary permit shall be cancelled following due provisions of law.


09/05
Tahasildar, Gondia

Memo No- 1723 /Dt. 09.05.2022

Copy submitted to the Additional District Magistrate, Dhenkanal/Sub-Collector, Dhenkanal for favour of kind information and necessary action.


Tahasildar, Gondia

Three copy
22/05/2022
**TAHASILDAR
GONDIA**



ଉତ୍ତର ପୁସ୍ତକ
RECEIPT BOOK

0140748

ଫ. _____

[ଉତ୍ତରା ନିକାସନ ପ୍ରକାଶନ ପୁସ୍ତକ, 1963 ନିୟମ 31(i) ଦ୍ୱାରା]

ପୁସ୍ତକ ଫ. 03/2022-23 ନଭେମ୍ବର 20

କାର୍ଯ୍ୟକାରୀ ପ୍ରାପ୍ତ ତାରିଖ Sri Jagabandhu Muduli (M)
N/S Jagannath Enterprises
ତାରିଖ କାର୍ଯ୍ୟକାରୀ Pvt. Ltd.
ନବୀନ କାର୍ଯ୍ୟକାରୀ towards excavation of minor minerals
beyond quarry area Nihalprajpur
ନବୀନ କାର୍ଯ୍ୟକାରୀ Road metal quarry No. V & VI

କାର୍ଯ୍ୟକାରୀ Royalty - 1,99,430.00
କାର୍ଯ୍ୟକାରୀ Check No. E.M.F - 9,972.00
024139 P.M.F - 19,943.00
କାର୍ଯ୍ୟକାରୀ dt-01.10.2022 T.C.S - 3,989.00
(ଅବଶେଷ S.R - 21.00 ନିକା ମାତ୍ର)
P.R - 1080.00

ଫ. _____ 20 Penalty - 1,00,000.00
dt-07.10.2022 Total - 3,34,435.00

ଫ. ଉପରେ (ପ୍ରାପ୍ତ) DTP-172-20,000 Bks. 01-06-2015
(Rupees) Three lakh thirty four thousand four hundred thirty five (only)
୧୫/୧୦/୨୦୨୨
Tahasildar Office
Gondia

True copy
23/06/2023
TAHASILDAR
GONDIA



(Annexure - M)

OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, DHENKANAL
(Touzi Section)

No VI.22/2023-4778/dt 23-05-2023

e-mail Id: dkt.touzi@ngt.gov.in
Tel. No: (06762)225700

To

The Joint Director, Geology
Dhenkanal.

Sub:

OA No.46/2023/EZ filed by Rural Organisation for Social Empowerment (ROSE) Vrs. State of Odisha and others.

Sir,

With reference to the above cited subject, it is to intimate that, an Original Application has been filed by one Rural Organisation for Social Empowerment (ROSE) Vrs. State of Odisha and others in the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata. The allegation of the Applicant in the said O.A. is that the Respondent No.9, M/s Jagabandhu Enterprises Pvt. Ltd., is operating the Nihalprasad Road Metal Quarry Nos. V & VI on a temporary permit for 5000 cum issued on 10.10.2022 by the Odisha Power Transmission Corporation Limited (OPTCL for short). Respondent No.8.

The Hon'ble Tribunal while admitting the matter on 01.05.2023 has adjourned the matter to 05.07.2023 passed directions in Para- 13, 14, 15 and 16 as follows:

13. All the Respondents shall file their counter-affidavits within four weeks.
14. Considering the allegations made, we deem it appropriate to constitute a Committee comprising of the following Members:-
 - a) Senior Scientist from Odisha State Pollution Control Board;
 - b) Senior Scientist from the SEIAA, Odisha;
 - c) Senior Scientist from the Ministry of Environment, Forests and Climate Change, Integrated Regional Office, Bhubaneswar; and
 - d) Collector, Dhenkanal, or his nominee (not below the rank of Additional District Magistrate)

True copy

22/05/2023
TAMASILDA,
GONDIA

[Signature]

Contd.....P/2.

15. The Committee shall visit and inspect the site in question and submit its Report within four weeks with regard to the allegations made in the Original Application and if the allegations are confirmed, the Committee shall compute Environmental Compensation against the Respondent No.9, after giving due notice and an opportunity of being heard to him.

16. The Office of the Collector, Dhenkanal, shall be the Nodal Office for all logistic purposes and for filing the Report of the Joint Committee on affidavit.

XXX

XXX

XXX

A copy of the order dtd.01.05.2023 of the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata passed in the O.A. No.46/2023/EZ (I.A. No.25/2023/EZ) alongwith the copy of plaint are enclosed herewith for your ready reference.

Keeping in view of the above, it is requested to make a joint field verification with the Tahasildar, Gondia to ascertain exact quantity of extraction of minor mineral from the quarries in question i.e. Nitalprasad Road Metal Quarry Nos. V & VI under Gondia Tahasil and report whether the extraction made beyond MGQ and area, approved in the Mining Plan, within 3 days for compliance of the direction of Hon'ble Tribunal in time.

Encl: As above.

Yours faithfully,


23/5/2023
Additional District Magistrate
Dhenkanal

Memo No. 4779 /Dt. 23-05-2023

Copy forwarded to the Tahasildar, Gondia for information and necessary action. He is requested to contact the Joint Director, Geology, Dhenkanal for compliance of the above assignment within 3 days-time.

True copy


23/05/2023
TAHASILDAR
GONDIA


23/5/2023
Additional District Magistrate
Dhenkanal

ANNEXURE-F/1
JOINT FIELD VERIFICATION REPORT OF NIHALPRASAD STONE QUARRY
OVER AN AREA OF 5.25 ACRES OR 2.125 HA AT VILLAGE NIHALPRASAD
UNDER GONDIA TAHASIL, DHENKANAL DIST, ODISHA.

13/6/2023

As per the letter No 4778/ dt 23.05.2023 Office of the Collector & District Magistrate Dhenkanal, a joint field inspection to the Nihalprasad Stone Quarry nos. V & VI over Plot No 1241/9780 & 1241/9761 of Khata no 1433/1155, 1433/1134 of M/s Jagabandhu Enterprises Pvt. Ltd. was taken up on 30.05.2023. The joint team comprising of Tahasildar Gondia, Revenue Supervisor, RI along with revenue staff, Geologist, S. Das (Recognised Qualified Person) with survey team and Lessee made a detailed assessment to the quarry through Total Station Survey. The lease area demarcated and surveyed with respect to the Pillars shown by the concerned RI and revenue staffs and RQP.

It is observed that, the Quarry exposes soil, weathered mantle of the country rock and Charnockite at different depth with variable thickness. The extraction has done in lease and beyond lease area from plot no. 1269 under Govt khata no. 1515 measuring quantity 378 Cum from an area of Ac 0.15 out of 24.80 decimal of mouza Nihalprasad as reported by RI Nihalprasad for which penalty of Rs 3,34,435 has been imposed and realised from temporary permit holder against on deposit of demand vide letter no 1722 /Dt. 09.05.2022 of Tahasil Gondia.

On verification of the case record, the quantity granted against the letter number with period mentioned below;

Letter number/ date	Cum granted	Period
3903/30.10.2021	11,111	30.10.2021 to 28.01.2022
573/04.02.2022	10,000	05.02.2022 to 10.02.2022 06.05.2022
3298/10.10.2022	5000	11.10.2022 to 09.01.2023
371/31.01.2023	10,000	01.02.2023 to 30.06.2023
1076/21.03.2023	12,000	21.03.2023 to 31.01.2024
	Total	48,111 CuM

The detail land schedule of the temporary quarry permit area in favour of the user agency i.e M/s Jagabandhu Enterprises Pvt Ltd is mention below;


24/05/2023
TAHASILDAR
GONDIA

Mouza	Khata No.	Plot no ¹⁷⁷	Area in Acre	Kissam
Nihalprasad	1433/1134	1241/9761	Ac 3.00	Patita
	1433/1155	1241/9780	Ac 2.25	Patita
			Total 5.25	

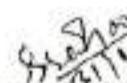
As per survey on date 30.05.2023, total extraction quantity from the source is approximately 36,045.9 CuM out of which approximately 3724 CuM has been extracted beyond the lease area and 32,321.9 CuM within the lease area.


Saldatta Das
 Recognised Qualified Person
 RQPIODI/074/2017
 31/5/23


 O/o Joint Director Geology
 Zonal Survey, Dhenkanal
 31/5/23


 Tahasildar, Gondia
 31/05/2023
 GONDIA
 Jagdish Kumar
 Lessee


 Revenue Supervisor, Gondia
 31.05.2023


 Revenue Inspector
Revenue Inspector
 Nihalprasad
 31/5/23

True copy


 23/06/2023
 TAHASILDAR
 GONDIA



OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE, DHENKANAL
(Touzi Section)

No.VI-22/2023-5657 / dt 27.06.2023

e-mail Id : dkl.touzi@nic.in
Tel. No. : (06762)225700

Notice

To

M/s Jagabandhu Enterprisers Pvt. Ltd.
Represented through its Managing Director,
Sri Jagabandhu Muduli,
Plot No-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar
Pin-751010
Email- jepi_bbsr@rediffmail.com

Sub:

OA No.46/2023/EZ filed by Rural Organisation for Social Empowerment (ROSE) Vrs. State of Odisha and others.

Whereas, an Original Application has been filed by one Rural Organisation for Social Empowerment (ROSE) Vrs. State of Odisha and others in the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata. The allegation of the Applicant in the said O.A. is that the Respondent No.9, M/s Jagabandhu Enterprisers Pvt. Ltd., is operating the Nihalprasad Road Metal Quarry Nos. V & VI on a temporary permit for 5000 cum issued on 10.10.2022 by the Odisha Power Transmission Corporation Limited (OPTCL for short), Respondent No.8.

The Hon'ble Tribunal while admitting the matter on 01.05.2023 has adjourned the matter to 05.07.2023 passed directions in Para- 14 and 15 as follows:

14. Considering the allegations made, we deem it appropriate to constitute a Committee comprising of the following Members:-

- a) Senior Scientist from Odisha State Pollution Control Board;*
- b) Senior Scientist from the SEIAA, Odisha,*
- c) Senior Scientist from the Ministry of Environment, Forests and Climate Change, Integrated Regional Office, Bhubaneswar; and*
- d) Collector, Dhenkanal, or his nominee (not below the rank of Additional District Magistrate).*

Contd.....P/2.

15. The Committee shall visit and inspect the site in question and submit its Report within four weeks with regard to the allegations made in the Original Application and if the allegations are confirmed, the Committee shall compute Environmental Compensation against the Respondent No.9, after giving due notice and an opportunity of being heard to him.

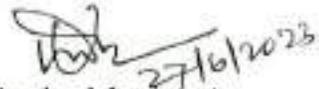
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Whereas, as per the report of the Joint Inspection Committee, it is found that, 3724 cum of stone material has been extracted from outside the permitted area which is illegal in contravention to the approved mining plan and Environmental Clearance. Accordingly, environmental compensation has been computed to the amount of ₹17,28,471/- (Rupees seventeen lakhs twenty eight thousand four hundred seventy one only)

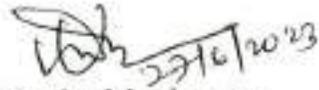
Keeping in view of the observations of the Joint Inspection Committee and as per the directions passed by Hon'ble NGT vide the Order dated 01.05.2023, you are hereby directed to appear before the Committee in person or through authorized person on **07.07.2023 at 11.00 A.M.** in the Office Chamber of the undersigned to file show cause why the environmental compensation amount as above shall not be recovered from you and any other amount if imposed by the Hon'ble NGT in due course of hearing of the referred O.A..


Additional District Magistrate
Dhenkanal

Memo No. 5658 Dt. 27.06.2023

Copy forwarded to the Tahasildar, Gondia for information and necessary action. He is requested to serve this letter to M/s Jagabandhu Enterprisers Pvt. Ltd., Represented through its Managing Director, Sri Jagabandhu Muduli, Plot No-35/B, Sector-A, Mancheswar Industrial Estate, Bhubaneswar, Pin-751010 and return the served copy to this office immediately.

Further, the Tahasildar is requested to remain present at the time of hearing of the case with relevant documents/case record.


Additional District Magistrate
Dhenkanal

Memo No. 5659 Dt. 27.06.2023

Copy forwarded to Dr. Pradcepta Kumar Nayak, Environmental Scientist, State Environment Impact Assessment Authority (SEIAA), Odisha, for information and necessary action with a request to attend the hearing of the case on the scheduled date and time of hearing of the case as per direction of Hon'ble NGT in the referred O.A.


Additional District Magistrate
Dhenkanal

Memo No. 5660 Dt. 27.06.2023

Copy forwarded to Dr. T.H.Mahato, Scientist-D, Ministry of Environment, Forest & Climate Change, IRO, Bhubaneswar for information and necessary action with a request to attend the hearing of the case on the scheduled date and time of hearing of the case as per direction of Hon'ble NGT in the referred O.A.


Additional District Magistrate
Dhenkanal

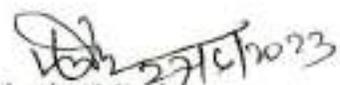
Memo No. 5661 Dt. 27-06-2023

Copy forwarded to the Regional Officer, State Pollution Control Board, Angul for information and necessary action with a request to attend the hearing of the case on the scheduled date and time of hearing of the case as per direction of Hon'ble NGT in the referred O.A.


Additional District Magistrate
Dhenkanal

Memo No. 5662 Dt. 27-06-2023

Copy submitted to the learned Government Pleader, Dhenkanal for kind information and necessary action. It is requested to please remain present on the scheduled date and time of hearing of the case in the referred O.A.


Additional District Magistrate
Dhenkanal