

Dt. 02.11.2021

Procedure to Participate in Tender**Tender Enquiry No- TPSODL/OT/2021-22/069**

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Inclusive of GST)	Last Date and Time for payment of Tender Fee
NIT Number: TPSODL/OT/21-22/069	Rate Contract for Supply of LTCT Smart Meter Box at TPSODL. (For Three Phase)	05 Lakhs	Rs. 5,000	10.11.2021, 18:00 Hrs

Please note that corresponding details mentioned in this document will supersede any other details mentioned anywhere else in the Tender Document.

Procedure to Participate in Tender.

Following steps to be done before “Last date and time for Payment of Tender Fee” as mentioned above:

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating
 - a. Tender Enquiry number
 - b. Name of authorized person
 - c. Contact number
 - d. E-mail id
 - e. Details of submission of Tender Fee
 - f. GST Registration No
2. Non-Refundable Tender Fee, as indicated in table above, to be submitted in the form of Direct Deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference/ Enquiry Number –

Beneficiary Name – TP Southern Odisha Distribution Limited

Bank Name – Union Bank of India

Branch Name – Kamapalli Branch, Berhampur.

Account Type – TPSODL Corporate Expenditure Account.

Account No – 625901010050070

IFSC Code – UBIN0562599

For Regular Bidders: -Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted

For MSME Category Bidders: - Bidders from MSME category are exempted for payment of tender

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fee and have to pay only 50% EMD amount. Interested MSME bidders are required to submit undertaking with valid registration certificate before last date and time of tender purchase.

E-mail with necessary attachment of 1 and 2 above to be sent to tpasad.rao@tpsouthernodisha.com with copy to manoj.kharbanda@tpsouthernodisha.com before last date and time for payment of Tender Fee.

Interested bidders to submit Tender Fee and Authorization Letter before Last date and time as indicated above, after which link from TPSODL E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPSODL E-Tender system (Ariba). User manual to guide the bidders to submit the bid through E-Tender system (Ariba) is also enclosed.

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have done the above step to participate in the Tender.

Also, it may be strictly noted that once date of "Last date and time for Payment of Tender Participation Fee" is lapsed no Bidder will be sent link from TPSODL E-Tender System (Ariba). Without this link vendor will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

Any payment of Tender Fee / EMD by Bidder who have not done the prerequisite will not be refunded.

Also, all future corrigendum to the said tender will be informed on Tender section on website <https://www.tpsouthernodisha.com/archivetenders.html>

Open Tender Notification

For

**Rate Contract for Supply of LTCT Smart Meter Box
(For Three Phase) at TPSODL.**

Tender Enquiry No.: TPSODL/OT/2021-22/069

Due date for Bid Submission: 26.11.2021;17:00 Hour.

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited through e-tender bidding process from interested and eligible bidders for entering into a Rate Contract valid for a period of **2 Year** as defined below:

Line Itemno.	Description	Quantity in Nos.	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Rate Contract for Supply of TP BOX for SMART LTCT METER (100/5) A	2100	5 Lac	5,000
2	Rate Contract for Supply of TP BOX for SMART LTCT METER (200/5) A	2000		
3	Rate Contract for Supply of TP BOX for SMART LTCT METER (400/5) A	400		

1.2 Availability of Tender Documents

Please refer "Procedure to participate in the e-tender".

1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	10.11.2021 up to 18:00 Hours
(b)	Date & Time of Pre-Bid Meeting (If any)	Not Applicable
(c)	Last Date of receipt of pre-bid queries, if any	15.11.2021 up to 17:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	18.11.2021 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	26.11.2021 up to 17:00 Hours
(f)	Date & Time of opening technical bids & EMD	27.11.2021 up to 18:00 Hours onwards
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

Note: - In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPSODL, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head. Proper authorization letter/ Power of Attorney to sign the tender on behalf of bidder.
- 1.4.7 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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Please note that in absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

1.5 Deviation from Tender

Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

1.6 Right of Acceptance/ Rejection

Bids are liable for rejection in absence of following documents: -

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 1.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 1.6.5 Filled in Schedule of Deviations as per Annexure III
- 1.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 1.6.7 Receipt of Bid within the due date and time

TPSODL reserves the right to accept/reject any or all the bids without assigning any reason thereof.

1.7 Qualification Criteria

- 1.7.1 The bidder should have Average Annual turnover of at least Rs. 01 Cr. for any of last 3 Financial Year (FY) out of FY 17-18, FY 18-19, FY 19-20, FY 20-21. (Copy of audited Balance Sheet and P&L Account to be submitted in this regard).
- 1.7.2 The bidder should have own manufacturing facility for manufacturing of LTCT Smart meter Box (Copy of self-undertaking / certificate required).
- 1.7.3 The bidder should have supplied 1,000 nos. of polycarbonate LTCT meter boxes during the last 5 FY years OR the bidder shall have supplied polycarbonate / SMC type 10,000 nos. of Bus-bar Boxes / Distributions Boxes / Meter Boxes during last 3 FY. Copy of work order / completion certificate to be submitted in this regard.
- 1.7.4 The bidder should have In-house testing facilities for acceptance test as per technical specification. Self-certification/Undertaking along with list of technical equipment has to be submitted for the same along with the bid.
- 1.7.5 The subsidiaries of global /Indian companies are also eligible to bid if the qualification criterions stated above are met independently or in combination with parent/sister / Group Company. However, the company should have establishment of permanent nature in India.

1.0 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPSODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace
- Breach of terms as published in TENDER/NIT

1.1 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPSODL. This includes all bidding information submitted to TPSODL. All tender documents remain the property of TPSODL and all suppliers are required to return these documents to TPSODL upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on overall lowest cost (Line-Item basis) as calculated in Schedule of Items [Annexure I]. TPSODL reserves the right to split the order line item wise and / or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder has to mandatorily quote against each line items as per schedule of item [Annexure-I]. Failing to do so TPSODL may reject the bid.

NOTE: In case of a new bidder not registered, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However TPSODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPSODL shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause:

The price shall remain firm during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document. TPSODL shall respond to the clarification raised by various bidders and the replies will be sent to all participating bidders through e-mail.

Bids shall be submitted in 3 (Three) parts:

FIRST PART: “EMD” of Rs. 5.00.000/- (Rupees Five Lakh only) shall be submitted.

The EMD shall be valid for 210 days from the due date of bid submission in the form of BG/ Bankers Pay Order favoring ‘TP Southern Odisha Distribution Limited’, payable at Berhampur only. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of HOD-Procurement as addressed hereunder-

TP SOUTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

Procurement Department

Call Center /Training Center, Duduma Colony,

Ambagada, Berhampur, Odisha-761001

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

TPSODL Bank Details for transferring Tender Fee and EMD is as below:

Beneficiary Name – TP Southern Odisha Distribution Limited

Account No: 625901010050070

Type of Account: TPSODL Corporate Expenditure Account.

Name of the Bank: Union Bank of India, Kamapalli Branch, Berhampur.

IFSCode: UBIN0562599

SECOND PART: “TECHNICAL BID” shall contain the following documents:

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower available
- d) Testing facilities *(if applicable)*
- e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items *(if applicable)*

The technical bid shall be properly indexed and is to be submitted through TPSODL E-tender platform (Ariba) only. Hard copy of Technical Bids need not be submitted.

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

Price Bid is to be submitted in soft copy through TPSODL E-Tendering system (Ariba) only. Hard copy of Price Bid not be submitted

The EMD in the form of Bank Draft / BG / Bankers Pay Order shall be submitted in original hard copy and then placed in sealed envelope which shall be clearly marked as below:

EMD

“Rate Contract for Supply of LTCT Smart Meter Box at TPSODL. (For Three Phase)”

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPSODL, shall be written in the English Language.

SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company.

Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with bid.

A bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designation without disclosing his principal will be rejected.

The Bidder’s name stated on the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

All the bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. The consolidated reply to all the queries received shall be posted on TPSODL website by the stipulated timelines as detailed in calendar of events.

Communication Details:Package Owner - Contracts

Name: Mr. Tutika. Prasad rao
Department: Procurement
Contact No.: 9248089464
E-Mail ID: tpasad.rao@tpsouthernodisha.com

HOD-Procurement

Name: Mr. Manoj Kumar Kharbanda
Contact No: 9971395197
E-Mail ID: manoj.kharbanda@tpsouthernodisha.com

Chief – Procurement & Stores:

Name: Mr. Subrata Dey
E-Mail ID: subrata.dey@tpsouthernodisha.com

Bidders are strictly advised to communicate with Package Owner through TPSODL E-tender System (Ariba) only. They need to pay Tender Participation Fee to receive the Ariba log-in.

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPSODL. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

The quantity break up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

Applicable GST to be specified clearly.

The quantity break up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

3.4. Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date of submission of the bid.

Notwithstanding clause above, the TPSODL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.6 Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

3.7 Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.

3.8 Earnest Money Deposit (EMD)

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect TPSODL against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- 3.8.1 Banker's Cheque/ Demand Draft/ Pay order drawn in favor of TP Southern Odisha Distribution Limited payable at Berhampur.
- 3.8.2 Online transfer of requisite amount through NEFT/ RTGS.
- 3.8.3 Bank Guarantee valid for 210 days after due date of submission.

The EMD shall be forfeited in case:

- a) The bidder withdraws its bid during the period of specified bid validity.

Or

- b) The successful Bidder does not
 - a) accept the Purchase Order, or
 - b) furnish the required Performance Security Bank Guarantee

3.9 Type Tests (if applicable)

The type tests specified in TPSODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with TPSODL.

4 Bid Opening & Evaluation process

4.1. Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the TPSODL's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

4.2. Technical Bid Opening

Bids shall be opened as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPSODL. Owing to COVID Scenario, in case of Open Tenders also, the bids shall be opened internally by TPSODL. Technical bid must not contain any cost information whatsoever.

First the "EMD" will be checked. Bids without EMD/ cost of tender (if applicable) of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened,

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one by one. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPSODL.

4.3. Preliminary Examination of Bids/Responsiveness

TPSODL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. TPSODL may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, TPSODL will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

Bid determined as not substantially responsive will be rejected by the TPSODL and/or the TPSODL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4.4. Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, TPSODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPSODL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought by TPSODL. After all techno commercial issues are clarified, the date of price bid opening will be intimated to the technically accepted bidders and same shall also be notified at TPSODL website.

4.5. Price Bid Opening

Price bids will be opened at the stipulated date and time. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPSODL without any further correspondence in this regard.

4.6. Reverse Auctions

TPSODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

5.0 Award Decision

TPSODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/LOI solely depends on TPSODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPSODL may deem relevant.

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TPSODL reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without assigning any reason thereof.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and TPSODL reserves the right to award other suppliers who are found fit.

6.0 Order of Preference/Contradiction

In case of contradiction in any part of various documents in tender, following shall prevail in order of preference:

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Scope of Work and SLA (Annexure II)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VII)

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of **2 Year**. Prices shall remain firm till validity of issued rate contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of rate contract. PBG applicable shall 5% of Rate Contract Value. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
- Guarantee applicable shall be as per technical specifications
- BA shall submit GTP / Drawing within 2 weeks from issuance of rate contract. In case BA does not get necessary approvals for issuance of manufacturing clearances / CAT-A within mentioned / mutually agreed timelines, then TPSODL reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD / PBG
- All boxes must be compatible to all types of LTCT smart meter of leading manufacturers like Schneider, L&T, Secure, L&G, HPL etc.
- Delivery period shall be 60 days from date of receipt of release order/ CAT-A issuance, whichever is later.
- TPSODL shall short close the issued Release Order / Rate contract, in case of any quality issues.
- Any change in statutory taxes, duties and levies shall be borne by TPSODL
- All other terms and conditions of TPSODL GCC shall be applicable.

7.2 Drawing Submission & Approval

The relevant drawings and GTPs need to be submitted as per special condition of contract mentioned in point no. **7.1**

7.3 Delivery Terms

The delivery of material shall be made as per special condition of contract mentioned in point 7.1

7.4 Payment Terms

On delivery of the materials in good condition and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of TP Southern Odisha Distribution Limited to Invoice Desk. The payment shall be released within 45 days from the date of submission of certified bills/ invoices.

7.2 Warranty Period

Guarantee Period of the supplied material shall be as per technical specification attached separately with this tender.

7.3 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

7.4 Ethics

TPSODL is an ethical organization and as a policy TPSODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

- TPSODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:
- We shall select our suppliers and service providers fairly and transparently.
- We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
- Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
- We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
- We respect our obligations on the use of third-party intellectual property and data.

Bidder is advised to refer GCC attached at Annexure IX for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: mpkulkarni@tpsouthernodisha.com with cc to manoj.kharbanda@tpsouthernodisha.com

- **Specification and standards**

Attached separately with tender.

- **General Condition of Contract**

Any condition not mentioned above shall be applicable as per GCC for Supply attached along with this tender at Annexure IX.

- **Safety**

Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by:

[http:// www.tpsouthernodisha.com](http://www.tpsouthernodisha.com)

- All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.
- All jobs in this tender have to be executed strictly in compliance to the Safety terms and Conditions of TP Southern Odisha Distribution Limited. Please refer attached Safety terms and conditions, Annexure-X, for details. Violation of Safety norms will result in Penalty as mentioned in the above document.

ANNEXURE I

Schedule of Items

Line Item no.	Description	HSN / SAC Code	Qty (Q)	UoM	Unit Price without GST (in Rs.) (A)	GST (in Rs.) (B)	Unit Price All Incl (in Rs.) C= (A+B)	Total Amount All Incl (in Rs.) D= Q x C
Line Item -1	TP BOX for SMART LTCT METER (100/5) A type		2,100	EA				
Line Item- 2	TP BOX for SMART LTCT METER (200/5) A type		2,000	EA				
Line Item- 3	TP BOX for SMART LTCT METER (400/5) A type		400	EA				

NOTE:

- The overall period of the rate contract shall be for a period of 2 year. Release order shall be issued as per requirement of TPSODL.
- The bids will be evaluated commercially on the overall lowest cost for each line item.
- The unit price All-inclusive in column no. 8, is landed price for TPSODL at their store.
- Bidder has to mandatorily quote against each line items as per schedule of item [Annexure-I]. Failing to do so TPSODL may reject the bid.
- HSN / SAC codes are mandatory to fill.
- The bidder must fill each and every column of the above format. Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.
- No cutting/ overwriting in the prices is permissible.

ANNEXURE II

SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

NA

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ANNEXURE III

Schedule of Deviations

*Bidders are advised to refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender document shall be set out by the Bidders, Clause by Clause in this schedule and submit the same as a part of the **Technical Bid**.*

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the TPSODL's specifications:

S. No.	Clause No.	Tender Clause Details	Details of deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

(The bidders shall mandatorily fill in this schedule and enclose it with the offer Part I: Technical Bid. In the absence of all these details, the offer may not be acceptable.)

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

Seal of the Bidder:

Signature:

Name:

ANNEXURE -V

Checklist of all the documents to be submitted with the Bid

Bidder has to mandatorily fill in the checklist mentioned below: -

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this tender	
3	Signed copy of this tender as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	

Seal of the Bidder:

Signature:

Name

ANNEXURE VI**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, TPSODL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. TPSODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPSODL will make every effort to make the bid process transparent. However, the award decision by TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPSODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPSODL.
6. In case of intranet medium, TPSODL shall provide the infrastructure to bidders. Further, TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out-rightly rejected by TPSODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPSODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of auction event shall be considered by TPSODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

ANNEXURE-VII

Technical Specifications

Attached separately with the tender document.


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Annexure VIII

General Conditions of Contracts

Attached separately with the tender document

	TP SOUTHERN ODISHA DISTRIBUTION LIMITED, BERHAMPUR		
	TECHNICAL SPECIFICATION		
Doc. Title	Technical Specification for 100/5A, 200/5A & 400/5A LTCT Meter Boxes		
Doc. No	ENG-LV-3014	Eff. Date: 01/03/2021	
Rev. No	00	Page 1 of 14	
Prepared by:	Reviewed by:	Approved By:	Issued By:

CONTENTS

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20. GUARANTEED TECHNICAL PARTICULARS
21. SCHEDULE OF DEVIATIONS

Initiator		HOG (ENGINEERING)	
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TPSODL	TP SOUTHERN ODISHA DISTRIBUTION LIMITED, BERHAMPUR		
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1.	SCOPE	<p>This specification covers the technical requirements of design, manufacturing, testing at manufacturer's works, packing, forwarding, supply and unloading at store/site of Three phase four Wire, 100/5A, 200/5A and 4000/5A all types of LTCT Meter Boxes along with respective resin cast CT with bar primary, complete with all accessories for efficient and trouble-free operation.</p> <p>It is not the intent to specify completely herein all the details of tech design and construction of material. However, the material shall conform in all respects to high standards of engineering, design and workmanship and shall be capable of performing in continuous commercial operation in manner acceptable to the TPSODL, who will interpret the meanings of drawings and specification and shall have the power to reject any work or material which, in his judgment is not in accordance therewith. The offered material shall be complete with all components necessary for their effective and trouble-free operation. Such components shall be deemed to be within the scope of Bidder's supply irrespective of whether those are specifically brought out in this specification and/or the commercial order or not. The parameters defined in the specification shall be common for both the LTCT Non-smart Meter Box and LTCT Smart Meter Box, unless stated separately.</p>																									
2.	APPLICABLE STANDARDS	<p>The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian/International standards and shall conform to the regulations of the local statutory authorities.</p> <table><tr><td>IS: 14772-2000</td><td>General requirements for enclosure for accessories for household and similar fixed electrical installations-Specification.</td></tr><tr><td>IS: 8623(Part 1)-1993</td><td>Specification for low-voltage switchgear and control gear assemblies: Part 1 for type tested and partially type tested assemblies.</td></tr><tr><td>IS: 11731(Part II)-1992</td><td>Methods of test for determination of Flammability of solid electrical insulating materials when exposed to an igniting source</td></tr><tr><td>IS 4249-1967</td><td>Specification for classification and method of test for non-ignitable and self-extinguishing properties of solid electrical insulating materials.</td></tr><tr><td>IS 8828-1996</td><td>Electrical Accessories- Circuit Breakers for Over Current Protection for Household and Similar Installations</td></tr><tr><td>IS 5133(Part II)-1969</td><td>Specification for boxes for the enclosure of electrical accessories</td></tr><tr><td>IS 2500(Part 1)-2000</td><td>Sampling procedure for inspection by attributes part 1 sampling schemes indexed by acceptance quality limit (AQL) for lot-by-lot inspection</td></tr><tr><td>IS 2705:1992</td><td>Specification of current transformer</td></tr><tr><td>UL 746-C</td><td>Polymeric Materials in Electrical equipment</td></tr><tr><td>IS 6746</td><td>Specifications for Unsaturated Polyester Resin Systems</td></tr><tr><td>IS 10192</td><td>Synthetic resin bonded glass-fibre sheets for electrical purpose.</td></tr><tr><td>IS 7078 (1973)</td><td>Plastics used in instrument industry</td></tr></table>		IS: 14772-2000	General requirements for enclosure for accessories for household and similar fixed electrical installations-Specification.	IS: 8623(Part 1)-1993	Specification for low-voltage switchgear and control gear assemblies: Part 1 for type tested and partially type tested assemblies.	IS: 11731(Part II)-1992	Methods of test for determination of Flammability of solid electrical insulating materials when exposed to an igniting source	IS 4249-1967	Specification for classification and method of test for non-ignitable and self-extinguishing properties of solid electrical insulating materials.	IS 8828-1996	Electrical Accessories- Circuit Breakers for Over Current Protection for Household and Similar Installations	IS 5133(Part II)-1969	Specification for boxes for the enclosure of electrical accessories	IS 2500(Part 1)-2000	Sampling procedure for inspection by attributes part 1 sampling schemes indexed by acceptance quality limit (AQL) for lot-by-lot inspection	IS 2705:1992	Specification of current transformer	UL 746-C	Polymeric Materials in Electrical equipment	IS 6746	Specifications for Unsaturated Polyester Resin Systems	IS 10192	Synthetic resin bonded glass-fibre sheets for electrical purpose.	IS 7078 (1973)	Plastics used in instrument industry
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	TECHNICAL SPECIFICATION		
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3.	CLIMATIC CONDITIONS OF INSTALLATION	The material shall be suitable for following climatic conditions, 1. Maximum altitude above sea level 1,000m 2. Maximum ambient air temperature 50°C 3. Maximum daily average ambient air temperature 35°C 4. Minimum ambient air temperature 0°C 5. Maximum relative humidity 95% 6. Average number of thunderstorm days per annum (isokeraunic level) 70 7. Average number of rainy days per annum 120 8. Average annual rainfall 150cm 9. Earthquakes of an intensity in horizontal direction - equivalent to seismic acceleration of 0.3g 10. Earthquakes of an intensity in vertical direction - equivalent to seismic acceleration of 0.15g (g being acceleration due to gravity) 11 .Wind velocity: 300 km/hr, 200 km/hr and 160 km/hr. Environmentally, some of the regions, where the work will take place includes coastal areas, subject to high relative humidity, which can give rise to condensation. Onshore winds will frequently be salt laden. On occasions, the combination of salt and condensation may create pollution conditions for outdoor insulators. Some places are in heavily industrial polluted areas. Therefore, Outdoor material and equipment shall be designed and protected for use in exposed, heavily polluted, salty, corrosive and humid coastal atmosphere. The design of equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.1 g.			
4.	GENERAL TECHNICAL REQUIREMENTS	S. No.	Parameters	TPSODL Requirements (100/5A, 200/5A and 400/5A)	
		A.	For Polycarbonate enclosure		
		1.	Application	Outdoor	
		2.	Degree of protection	IP 55	
		3.	Flammability requirement	FV0	
		4.	Grade of material	Virgin Polycarbonate with fire retardant, Self-extinguishing, UV stabilized and anti-oxidation properties	
		5.	Gasket material	EPDM rubber (ethylene propylene diene monomer)	
		6.	Material	a) Virgin Polycarbonate equivalent to Lexan 943 A or Makrolon 6457/6557, transparent b) Polycarbonate equivalent to Lexan 943 A or Makrolon 6457/6557, clear transparent	
			a) Base :	For 400/5A LTCT Meter box: SMC/ Virgin Polycarbonate equivalent to Lexan 943A (subject to prior sample approval)	
			b) Cover :		

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		7.	Thickness of box	3 mm (min.)
		8.	Material withstand temperature	125 deg. C +/- 2 deg. C
		9.	Dielectric withstand for the box	5 kV for 1 minute
		10.	Dimensions	<p>For LTCT Non-smart Meter Boxes: 100/5A and 200/5A: Length- 650mm\pm2%, Depth- 230 \pm 2% mm and Breadth- 350 \pm2% mm 400/5A: Length- 860mm\pm2%, Depth- 250 \pm 2% mm and Breadth- 450 \pm2% mm</p> <p>For LTCT Smart Meter Boxes: 100/5A and 200/5A: Length- 700mm\pm2%, Depth- 260 \pm 2% mm and Breadth- 350 \pm2% mm 400/5A: Length- 860mm\pm2%, Depth- 270 \pm 2% mm and Breadth- 450 \pm2% mm</p>
		11.	Cable entry/exit	For 100/5A: The SGG brass gland shall be suitable
			gland size (diameter)	<p>for 4Cx95 sq. mm cable. For 200/5A: The SGG brass gland shall be suitable for 4Cx150 sq. mm cable. For 400/5A: The SGG brass gland shall be suitable for 4Cx300 sq. mm cable.</p>
		B.	For Current Transformers	
		1.	Rated voltage	415 V
		2.	System frequency	50 Hz
		3.	Transformation ratio	100/5A, 200/5A, 400/5 A
		4.	Current Density (Maximum)	1.6 Amp/sq.mm
		5.	Accuracy Class	0.5S
		6.	Rated Burden	5 VA
		7.	Instrument security factor (max.)	5
		8.	Short Time withstand current	5 kA for 1 sec
		9.	Rated dynamic peak current	12.5 kA for 1 sec
		10.	Power frequency dry withstand voltage (kV rms)	3.0 kV
		11.	Temperature rise	Maximum permissible temperature rise above ambient temp at 200% load not exceeding 110 deg. C
		12.	Insulation level and type	0.66 kV / 3 kV , Class B

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		13.	Pin-configuration	For LTCT Non-smart Meter Boxes: 100/5A, 200/5A and 400/5A: 12-pin zigzag (dimension should be as per the meter sample) For LTCT Smart Meter Boxes: 100/5A and 200/5A: 12-pin zigzag (dimension should be as per the meter sample) 400/5A: 12-pin zigzag (dimension should be as per the meter sample)
		14.	Bus-bar material	Tinned Copper
		15.	Resin material	Epoxy resin
		16.	Bus-bar size	100/5A: 20mmX5mm (100 sq. mm min).: 25mmX8mm (200 sq. mm min). 400/5A: 40mmX8mm (320 sq. mm min). All bus-bars shall have extended length of 50 mm at top, above box and 70 mm at lower end, below box.
		17.	Colour code of CT	100/5A: Blue (Pantone 2727C) 200/5A: Green (Pantone 2427C) 400/5A: Brick red
		C. For PVC Caps		
		1.	Material	PVC compound Black (FR Grade).
		2.	Color	Black
		3.	Thickness	1.4 mm (+1.0mm)
		4.	Heat Stability	Material shall be tested at 90°C for 24 hrs. and no cracking, melting and defect should be observed
		5.	Tensile strength	Min. 7.0 MPa
		6.	Elongation	Min. 400%
		7.	Dielectric strength	5 kV/mm
		8.	Shore Hardness (Shore-A)	55 +/-5
		9.	Viscosity	20-22 CP (Centi Poise)
		10.	Specific Gravity	1.12- 1.25 gm/cc
5.	GENERAL CONSTRUCTION			

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	5.1 Enclosure	<p>The LTCT meter box shall be weather proof, tamper proof and shall be made of Injection moulded reinforce virgin polycarbonate material with FV0 fire retardant, self-extinguishing, UV stabilization and Anti oxidation properties. Base and cover both shall be completely transparent, made of virgin polycarbonate material (for 100/5 Amps and 200/5 Amps LTCT meter box, and white cream color in case of SMC material (only for 400/5 Amps, subject to sample approval). The material for base and cover shall be Lexan 943 A or Makrolon 6457/6557 with 3 mm thickness.</p> <p>The box shall be of adequate strength, unbreakable and shall be made in two pieces (case and cover). The Enclosure shall be provided with IP55 degree of protection. Base shall have U groove all around to accommodate 'O' ring/gasket provided all around at the cover. Cover shall be placed on base and fixed by means of sealable bolts at all the corners and middle. Suitable rubber gasket (EPDM rubber - ethylene propylene diene monomer) of round shape (properly provided throughout the periphery) all around the base shall be provided for protection. The box shall be provided with suitable overlap between base and cover. Base shall be provided with meter mounting arrangement along with 3 numbers GI strips suitably made into a channel and fixed horizontally for supporting all the components inside the box. The meter shall be mounted on CT base such that there is a clearance of 50 mm between the meter box and top of the meter. A minimum clearance of 50 mm (between meter and the box) shall be maintained on both sides.</p> <p>The Resin casting arrangement should be such that the CT should not come out from the meter box; necessary locking arrangement and anti-tamper features should be provided. A unique RFID tag must also be placed during the resin casting itself, covering the R, Y & B-phase CTs to maximum possible extent. This RFID tag must not be visible from outside. The CT should have manufacturer code & ratio embossed on CT body.</p> <p>The design of the LTCT box shall be such as to facilitate easy wiring and access to the meter terminals. The cable entry shall be from bottom of the box and further connected to the primary of the CT (Copper Bars) with suitable size single compression SGG brass gland as approved by the Purchaser (as per technical specification ENG-LV-3006)</p> <p>For 100/5A- The SGG brass gland shall be suitable for 4Cx95 sq. mm cable. For 200/5A- The SGG brass gland shall be suitable for 4Cx150 sq. mm cable. For 400/5A- The SGG brass gland shall be suitable for 4Cx300 sq. mm cable.</p> <p>A. For LTCT Non-smart Meter Boxes: The overall dimension of the LTCT Non-smart meter box shall be as below: For 100/5A, 200/5A- length-650mm\pm2%, Depth- 230 \pm 2% mm and Breadth- 350 \pm2% mm and the same shall be approved by the Purchaser. For 400/S- length-860mm\pm2%, Depth- 250 \pm 2% mm and Breadth- 450 \pm2% mm and the same shall be approved by the Purchaser.</p> <p>B. For LTCT Smart Meter Boxes: The overall dimension of the LTCT smart meter box shall be as below: For 100/5A, 200/5A- Length- 700mm\pm2%, Depth- 260 \pm 2% mm and Breadth- 3500 \pm2% mm and the same shall be approved by the Purchaser. For 400/5A- Length- 860mm\pm2%, Depth- 270 \pm 2% mm and Breadth- 450 \pm2% mm and the same shall be approved by the Purchaser.</p>
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	5.2 Current Transformer	<p>5.2.1 CTs shall be manufactured with high grade CRGO lamination. The current transformer shall be Resin Cast, Bus-bar Primary type. Three CTs for three phases and fourth CT for Neutral shall be casted as one unit. The resin cast CT unit shall have pin type secondary current terminals and potential terminal on which the meter shall be directly plugged, in such a way that after plug-in of the meter, the pin type terminals (CT secondary terminals / potential terminals) shall be accessible for connections. The suitable Pin type terminals for various type of meter shall be provided for plug in arrangement (the meter/ drawing shall be provided by Purchaser to the successful bidder).</p> <p>5.2.2 The primary of the CT side shall be in form of bar with no joints and secondary shall be of plug in pin type. The bus-bar shall be made of tinned copper whereas the pin shall be made of tinned brass with fine polish. For 100/5A- The bus-bar size shall be 20mmX5mm (100 sq. mm min). For 200/5A- The bus-bar size shall be 25mmX8mm (200 sq. mm min). For 400/5A- The bus-bar size shall be 40mmX8mm (320 sq. mm min). All bus-bars shall have extended length of 50 mm at top, above box and 70 mm at lower end, below box. The bus-bar shall be provided with single hole of dia. 8 mm at both ends for cable termination through suitable size lugs. The clear phase-phase spacing between bus-bar shall be 35 mm (min). The terminations of leads taken from CT shall be suitably brazed on CT end so as to avoid any loose contact.</p> <p>5.2.3 For LTCT Non-smart Meter Boxes: GSM/ GPRS Modem shall be installed inside the box (top right corner). Cast resin unit shall have female part of plug for supplying power to GSM modem. Power shall be tapped from primary bars (2 Numbers 2.5 sq.mm control cable, one from each phase and neutral). The details/drawings of the mounting arrangement of all the meters and modems shall be provided to the successful bidder, by the Purchaser.</p> <p>5.2.4 A unique RFID tag shall be placed above the CTs while resin casting them, such that the RFID tag is not be visible from outside.</p>
	5.3 PVC Caps	<p>5.3.1 PVC cap shall be used for covering the bare part of each bus-bar and termination of LTCT meter box.</p> <p>5.3.2 Cap shall be made of PVC compound (FR grade) through Dip molding process.</p> <p>5.3.3 Cap shall be made of FR grade and UV resistant material.</p> <p>5.3.4 Cap should have good finishing with no crack and air bubbles.</p> <p>5.3.5 Dimensions of Cap shall be as per drawing depicted in Annexure II.</p> <p>5.3.6 PVC caps shall be packed in poly bags/Boxes and shall also be labelled or marked to show the description of material, Manufactures name, Month & Year of manufacturing and quantity.</p>
	5.4 Mounting Arrangement	<p>The box shall be provided with three numbers MS channels of 2 mm thickness provided horizontally below the base and outside the box for fastening the box on the wall. Two mounting holes shall be provided on each channel. The fixation of CT in the box, should be such that it should not be removed without damage.</p>
	5.5 Earthing	<p>At bottom of the enclosure, an Electro Galvanized Earthing plate with minimum 1.2 mm thickness shall be provided with two numbers of earthing nut and bolt of suitable size for providing earth connection. The earth terminal shall be identified by means of the earthing symbol, marked in a legible and indelible manner on or adjacent the terminal.</p>

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6.	NAME PLATE AND MARKING	The equipment shall be provided with durable and legible name plate, effectively secured against removal. Name plate shall be embossed with "RC/PO & RO No. with date", "PROPERTY OF TPSODL", "ITEM CODE NUMBER", The name plate shall be indelibly and distinctly marked with all essential particulars as per the relevant standards along with the following information: a. Manufacturer's name b. Unique Serial number c. Month and Year of manufacture (MM/YYYY) d. Guarantee period e. Rated CT ratio f. No supply number: 19124 / 1800-208-9124 g. Property of TPSODL																							
7.	TESTS	All routine, acceptance & type tests shall be carried out in accordance with the relevant IS/IEC. All routine & acceptance tests shall be witnessed by the purchaser/his authorized representative. All the components shall also be type tested as per the relevant standards. Following tests shall be necessarily conducted on the LTCT meter box in addition to others specified in IS/IEC standards.																							
	7.1 Type-tests	<table><tr><th colspan="3">For the Box:</th></tr><tr><th>S. No.</th><th>Tests/ Standard</th><th>Requirements</th></tr><tr><td>1</td><td>Protection against electric shock (IS : 14772 - 2000)</td><td>Enclosure shall be so designed that when they are mounted as for normal use, the live parts of any correctly installed accessories or any parts of these accessories which may become live due to a fault shall not be accessible.</td></tr><tr><td>2</td><td>Provision for earthing (IS : 14772-2000)</td><td>Enclosure shall be provided with a facility for permanent and reliable connection to earthing</td></tr><tr><td>3</td><td>Resistance to ageing, humid conditions, Ingress of solid objects and to harmful ingress of water (IS : 14772-2000)</td><td>Resistance to Ageing: Enclosure shall be kept in a heating cabinet with temp 70 ± 2 deg. C for 7 days as per IS. After completion of the test, the enclosure shall not show any cracks. Humid conditions: Enclosure shall be kept in a cabinet with humidity between 91 to 95 % for 7 days as per IS. After completion of the test, the enclosure shall not show any cracks. Resistance against ingress of solid objects and to harmful ingress of water: Enclosure shall be subjected to test for degree of protection (IP 55) as per IS 12063.</td></tr><tr><td>4</td><td>Mechanical strength/ Impact Resistance Test (IS : 14772-2000)/(UL : 746 C)</td><td>The sample shall be subjected to Impact resistance test as per the respective standards and shall not show occurrence of any of the following: 1. Making uninsulated live parts accessible to contact. 2. producing a condition that might affect the mechanical performances of the enclosure producing a condition that would increase the likelihood of an electric shock</td></tr><tr><td>5</td><td>Resistance to heat / Ball Pressure Test (IS : 14772-2000)</td><td>The test shall be made on a sample in a heating cabinet at a temp of 125 ±2 deg C for 1 per IS. After completion of test, the diameter of the impression caused by the ball shall be measured and should not exceed 2 mm.</td></tr></table>			For the Box:			S. No.	Tests/ Standard	Requirements	1	Protection against electric shock (IS : 14772 - 2000)	Enclosure shall be so designed that when they are mounted as for normal use, the live parts of any correctly installed accessories or any parts of these accessories which may become live due to a fault shall not be accessible.	2	Provision for earthing (IS : 14772-2000)	Enclosure shall be provided with a facility for permanent and reliable connection to earthing	3	Resistance to ageing, humid conditions, Ingress of solid objects and to harmful ingress of water (IS : 14772-2000)	Resistance to Ageing: Enclosure shall be kept in a heating cabinet with temp 70 ± 2 deg. C for 7 days as per IS. After completion of the test, the enclosure shall not show any cracks. Humid conditions: Enclosure shall be kept in a cabinet with humidity between 91 to 95 % for 7 days as per IS. After completion of the test, the enclosure shall not show any cracks. Resistance against ingress of solid objects and to harmful ingress of water: Enclosure shall be subjected to test for degree of protection (IP 55) as per IS 12063.	4	Mechanical strength/ Impact Resistance Test (IS : 14772-2000)/(UL : 746 C)	The sample shall be subjected to Impact resistance test as per the respective standards and shall not show occurrence of any of the following: 1. Making uninsulated live parts accessible to contact. 2. producing a condition that might affect the mechanical performances of the enclosure producing a condition that would increase the likelihood of an electric shock	5	Resistance to heat / Ball Pressure Test (IS : 14772-2000)	The test shall be made on a sample in a heating cabinet at a temp of 125 ±2 deg C for 1 per IS. After completion of test, the diameter of the impression caused by the ball shall be measured and should not exceed 2 mm.
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Initiator	HOG (ENGINEERING)
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	TP SOUTHERN ODISHA DISTRIBUTION LIMITED, BERHAMPUR		
	TECHNICAL SPECIFICATION		
Doc. Title	Technical Specification for 100/5A, 200/5A & 400/5A LTCT Meter Boxes		
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		6	Resistance to Abnormal heat and fire/ Glow wire test (IS : 14772-2000)	Parts of insulating materials which might be exposed to thermal stresses due to electric effects shall not be affected by abnormal heat and by fire. The compliance shall be checked by means of the glow wire test performed at 960 deg C, according to IS 11000(Part 2/sec 1) with no flame and glowing.
		7	Resistance to Tracking (IS 14772-2000)	The sample when tested as per clause no 17 of IS: 14772, shall show no flashover after completion.
		8	Flammability test (IS : 11731 (Part II)-1986)/UL :94)	The sample shall comply to flammability requirements of category FV0/V0 as per respective standards.
		9	Test for self-extinguishing property (IS:4249-1967)	The sample when tested as per clause 3.5.1 of IS 4249, shall comply to the specified requirements.
		10	Resistance to rusting	As per clause 16 of IS 14772 (2000)
		11	Verification of Dielectric properties (IS :8623 (Part I)-1993)	The enclosure shall be tested as per clause no 8.2.2 of IS 8623(Part 1), with test voltage of 5 kV for 1 minute and withstand it satisfactorily.
		12	UV Light Exposure (UL-746C)	The sample when exposed to UV light as per the defined test method, shall comply to following a) Physical Properties: The average value of physical properties after the UV light exposure shall not be lower than 70% of its initial value (without UV aging) i.e. the variation shall not be more than 30%. b) Flammability Test: After the UV light exposure, the flammability requirement of FV0 shall remain unchanged. c) Flexural Strength: After the UV light exposure, Flexural strength shall not be lower than 70% of its initial value (without UV aging) i.e. the variation shall not be more than 30 %.
		Type test for the CT: 1. Short-time current tests 2. Temp rise test at rated current 3. Lighting impulse test for CT for service in electrically exposed installation 4. High voltage power frequency wet withstand voltage test 5. Determination of errors or other characteristics according to the requirements of the appropriate designation or accuracy class. 6. Accuracy test 7. Instrument Security Current test Note : a) The dielectric type test for CT in S. No. (3) and (4) shall be carried out on the same transformer unless otherwise agreed. b) After the current transformers have been subjected to the dielectric type test (4) and (5), they shall be subjected to all the routine tests Type test for the PVC Cap: 1. . Dielectric Strength @ 5kV for 1 min.		
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	7.2 Routine Tests	<p>For Boxes :</p> <ol style="list-style-type: none"> 1. Marking 2. Visual Examination and Dimensions 3. Protection against electric shock 4. Provision for earthing. <p>For CT :</p> <ol style="list-style-type: none"> 1. Verification of terminals marking and polarity. 2. CT surface finish on both sides. 3. power frequency dry withstand voltage test on primary windings 4. power frequency dry withstand voltage test on secondary windings 5. Over-voltage inter-turn test. 6. Determination of errors or other characteristics according to the requirements of the appropriate designation or accuracy class.
	7.3 Acceptance tests	<ol style="list-style-type: none"> 1. Markings, as per this technical specification 2. Visual Examination and Dimensions, as per this technical specification 3. Protection against electric shock, as per IS 14772: 2000 4. Provision for earthing, as per IS 14772: 2000 5. Resistance to Abnormal heat and fire/ Glow wire test @ 960°C 6. Test for self-extinguishing property as per clause 3.5.1 of IS 4249 7. Verification of Die-electric properties @ 5kV for 1 min. 8. CT accuracy test at 20%, 100% and 120% of rated current, as per IS 2705 (Part 1&2) 9. Heat Stability: PVC Cap shall be tested at 90°C for 24 hrs. and no cracking, melting and defect should be observed
8.	TYPE-TEST CERTIFICATES	The bidder shall furnish the type test certificates for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI/ERDA/National Test House/EQDC/Third-party NABL accredited laboratory, as per the relevant standards. Type tests should have been conducted in certified Test laboratories during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to the Purchaser.
9.	PRE-DISPATCH INSPECTION	<p>The successful bidder shall submit one prototype samples for further testing and compliance as per specifications and getting approval before mass manufacturing. Equipment shall be subject to inspection by a duly authorized representative of the Purchaser. Inspection may be made at any stage of manufacture at the option of the purchaser and the equipment if found unsatisfactory as to workmanship or material, the same is liable to rejection. Bidder shall grant free access to the places of manufacture to the Purchaser's representatives at all times when the work is in progress. Inspection by the Purchaser or it's authorized representatives shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specifications. One copy of the report shall be sent to Plant Engineering Group. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by the Purchaser. Following documents shall be sent along with material :</p> <ol style="list-style-type: none"> a) Test reports b) MDCC issued by Purchaser c) Invoice in duplicate d) Packing list e) Drawings & catalogue f) Guarantee / Warrantee card g) Delivery Challan h) Other Documents (as applicable)

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10.	INSPECTION AFTER RECEIPT AT STORES	The material received at Purchaser's store shall be inspected for acceptance and shall be liable for rejection, if found different from the reports of the pre-dispatch inspection.
11.	GUARANTEE	<p>Bidder shall stand guarantee towards design, materials, workmanship & quality of process/manufacturing of items under the contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Purchaser up to a period of 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract, whichever is earlier. Bidder shall be liable to undertake to replace/rectify such defects at his own costs, within mutually agreed timeframe, and to the entire satisfaction of the Purchaser, failing which the Purchaser will be at liberty to get it replaced/rectified at Bidder's risks and costs and recover all such expenses plus the Purchaser's own charges (@ 20% of expenses incurred), from the Bidder or from the "Security cum performance Deposit" as the case may be. In case box fails within the guarantee period, the purchaser will immediately inform the bidder who shall take back the failed box within 15 days from the date of intimation at his own cost and replace/repair the box within forty five days of date of intimation with a roll over guarantee.</p> <p>The outage period i.e. period from the date of failure till unit is repaired/replaced shall not be counted for arriving at the guarantee period.</p> <p>Bidder shall further be responsible for 'free replacement' for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Purchaser.</p>
12.	PACKING	Bidder shall ensure that all the equipment covered under this specification shall be prepared for rail/road transport in a manner so as to protect the equipment from damage in transit. The material used for packing shall be environmentally friendly. Further, each LTCT Meter box must be dispatched with cable-ties holding the cover and base of the box together, at the 6 bolting positions. The hot-dip galvanized nuts, washers and bolts must be provided inside the box in a paper/cardboard packet.
13.	SAMPLE	<p>1. Tender Sample: Bidders are required to send two numbers of the tender sample of LTCT Meter boxes to TPSODL, as a part of their technical bid submission.</p> <p>2. Pre-manufacturing Sample: BA(s) shall submit two numbers of the pre-manufacturing sample of LTCT Meter boxes (after incorporating all the improvements asked in the technical evaluation) to TPSODL, within 4 days of receipt of RC/PO.</p>
14.	TRAINING	NA
15.	QUALITY CONTROL	The bidder shall submit with the offer Quality assurance plan indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. The Purchaser's engineer or its nominated representative shall have free access to the manufacturer's/sub-supplier's works to carry out inspections.
16.	MINIMUM TESTING FACILITIES	Bidder shall have adequate in house testing facilities for carrying out all routine tests, acceptance tests as per Indian/International standards

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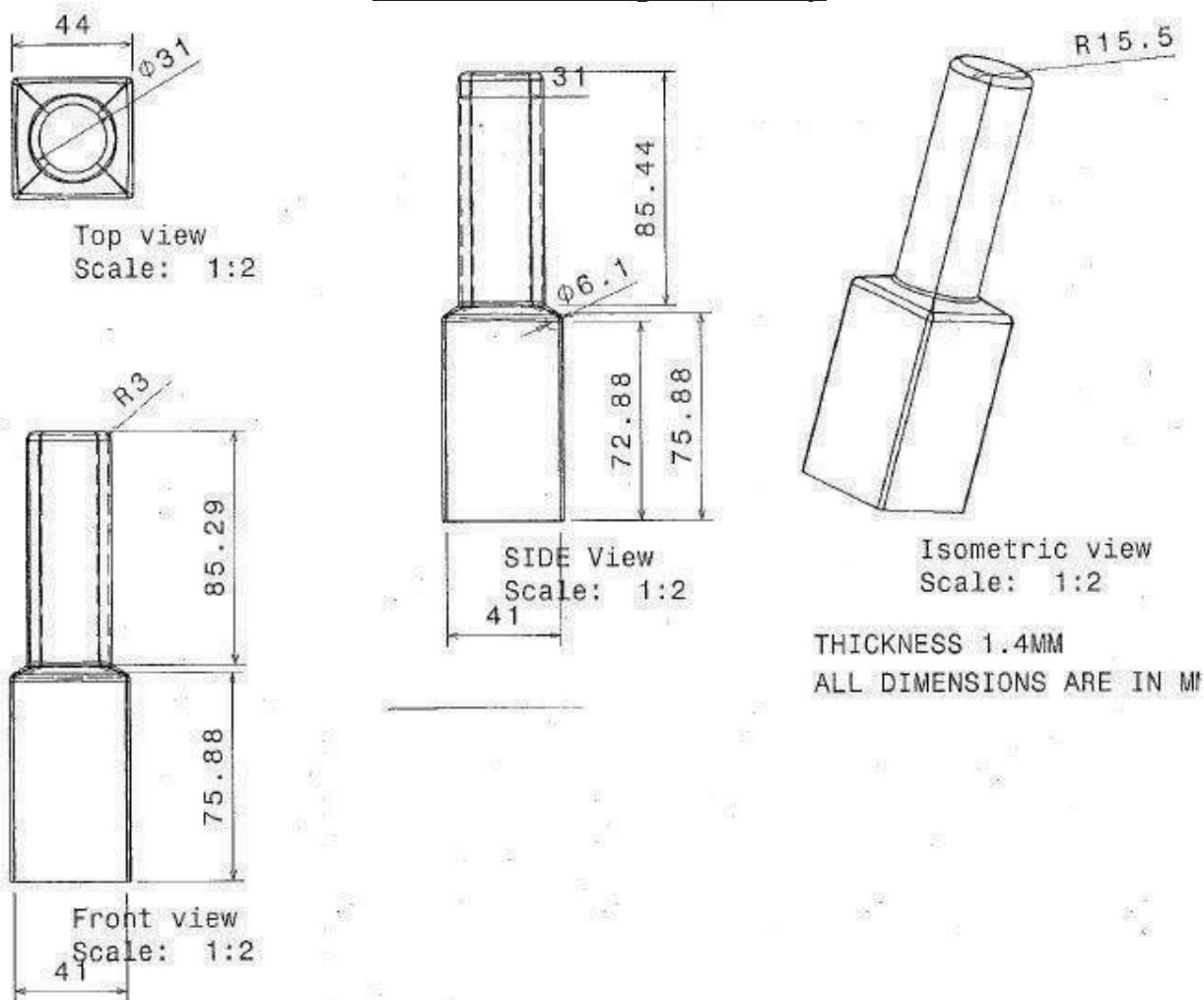
17.	MANUFACTURING ACTIVITIES	The successful bidder will have to submit the bar chart for various manufacturing activities clearly elaborating each stage, with quantity. This bar chart should be in line with the Quality assurance plan submitted with the offer. This bar chart will have to be submitted along with GTP & Drawing.				
18.	SPARES, ACCESSORIES AND TOOLS	NA.				
19.	DRAWINGS AND DOCUMENTS	Following drawings and documents shall be prepared based on Purchaser specifications and statutory requirements and shall be submitted with the bid : a) Completely filled in General Technical Particulars b) General description of the equipment and all components including brochures c) General arrangement and pin configuration at CT for meter box d) Experience List e) Type test certificates f) Sample as applicable After the award of the contract, soft copies of following GTP & drawings, describing the equipment in detail shall be forwarded for approval:				
		S. No.	Description	For Approval	For Review Information	Final Submission
		1	Technical Parameters			
		2	GA Drawing of meter box, CT & PVC Cap			
		3	Installation Instruction			
		4	Manual/Catalogues			
		5	Transport/ Shipping dimension drawing			
		6	QA & QC Plan			
		7	Test Certificates			
		Bidder shall subsequently provide soft copy of all the drawings, GTP and data-sheet of virgin polycarbonate material for the final approval of TPSODL, before mass manufacturing. All the documents & drawings shall be in English language.				
20.	GUARANTEED TECHNICAL PARTICULARS	Clause-wise compliance to this specification.				

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6. Test for self-extinguishing property as per clause 3.5.1 of IS 4249
7. Verification of Die-electric properties @ 5kV for 1 min.
8. CT accuracy test at 20%, 100% and 120% of rated current, as per IS 2705 (Part 1&2)
9. Heat Stability: PVC Cap shall be tested at 90°C for 24 hrs. and no cracking, melting and defect should be observed

Annexure II:
Illustrative Drawing of PVC Cap



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1.0 ORGANIZATIONAL VALUES

The Tata Group has always been a value driven organization. These values continue to direct the Group's growth and businesses. The six core Tata Values underpinning the way we do business are:

Integrity - We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.

Understanding - We must be caring, respectful, compassionate and humanitarian towards our colleagues and customers around the world and always work for the benefit of India.

Excellence - We must constantly strive to achieve the highest possible standards in our day to day work and in the quality of goods and services we provide.

Unity - We must work cohesively with our colleagues across the group and with our customers and partners around the world to build strong relationships based on tolerance, understanding and mutual co-operation.

Responsibility - We must continue to be responsible and sensitive to the countries, communities and environments in which we work, always ensuring that what comes from the people goes back to the people many times over.

Agility - We must work in a speedy and responsive manner and be proactive and innovative in our approach.

2.0 ETHICS

In our effort towards Excellence and in Management of Business Ethics at TPSODL, an Ethics Management Team is constituted.

The main objective of the Ethics Management Team is to:

1. Record, address and allay the issues and concerns on ethics raised by different stakeholders like employees, consumers, vendors, Associates etc. by initiating immediate corrective actions.
2. Ensure proper communication of the ethics policies and guidelines through prominent displays at all offices of TPSODL and through printed declarations in all concerned documents where external stakeholders are involved.
3. Ensure proper framework of policies as preventive measures against any ethics violation recorded by them.

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4. Prepare and submit MIS of all issues and concerns, corrective and preventive actions on monthly basis to the top management for their information.

All Associates and Stakeholders are requested to register any grievance on ethics violation on our website www.tpsouthernodisha.com

GENERAL CONDITIONS OF CONTRACT

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3.0 CONTRACT PARAMETERS

3.1 Issue/Award of Contract

TPSODL awards the contract to the Associate in writing in the form of Purchase Order (PO) or Rate Contract (RC), hereafter referred as Contract, through in any or all of following modes physical handover / post / e-mail / web document / fax with all the attachments/enclosures which shall be part of the contract document.

On receipt of the contract, the associate shall return to TPSODL copy of the contract document duly signed by legally authorized representative of associate, within two days of Effective Date of Contract for contracts having contract execution time less than 30 days and within five days for all other contracts.

3.2 Contract Commencement Date

The date of issue/award of contract shall be the Effective Date of Contract or Contract Commencement date.

3.3 Contract Completion Date

The date of expiry of Guarantee Period shall be deemed as the Contract Completion Date.

3.4 Contract Period/Time

The period from Contract Commencement Date to Contract Completion Date shall be deemed as the Contract Period/Time.

3.5 Contract Execution Completion Date

The stipulated date for completing the supply as per schedule of quantities shall be deemed as the Contract Execution Completion Date.

3.6 Contract Price /Value

The total all inclusive price/value mentioned in the PO/RC is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded and shall be subject to adjustment based on actual quantities supplied and accepted and certified by the authorized representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.7 Contract Document

The Contract Document shall mean and include but not limited to the following:

- NIT/Tender Enquiry, QR, Instruction to Bidders, Special Condition of Contract (SCC) of tender, GCC, Technical & Commercial Specifications including relevant annexure and attachments).
- Bids & Proposals Received from Associate including relevant annexure/attachments.
- RC/PO with agreed deviations from the tender/bid documents.
- All the Inspection and Test reports, Detailed Engineering Drawings.
- Material Dispatch Clearance Certificate (MDCC).

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- Minutes of Meeting (MoM)

3.8 Contract Language

All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels, on deliveries and any other data shall be in English Language.

The Contract documents and all correspondence between the TPSODL, Third Parties associated with the contract, and the Associate shall be in English language.

However, all signboards required indicating "Danger" and/or security at site and otherwise statutory required shall be in English, Hindi, and local languages.

3.9 Reverse Auction

TPSODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products / services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached in Annexure F.

Bid validity will stand get automatically extended from the date of latest Negotiation event i.e. Reverse Auction or Manual Negotiation and accordingly bid shall be valid further

- For minimum 45 days if original bid validity duration is lesser than 45 days at latest negotiation date.
- For actual bid validity duration if original bid validity is more than 45 days at latest negotiation date.

4.0 SCOPE OF WORK

All the activities that are to be undertaken by the Associate to realize the contractual deliverables in completeness form Scope of Work. Following clauses list, but not limited to, major requirements of the scope of work.

The associate shall satisfy himself and undertake fully the technical/commercial requirements of items to be supplied as listed in the Schedule of Quantities together with the tests to be performed /test reports to be furnished before dispatch, arrangement of stage and final inspections during manufacturing as per terms and conditions of contract, technical parameters & delivery terms and conditions including transit insurance to be met in order to fully meet TPSODL's requirements.

Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, license fees & compensation to be paid, whether incurred by the associates or by a third party for the work covered in the scope, regardless of when incurred, shall be supplied/provided by the associate without any extra cost and within the time schedule for efficient, smooth and satisfactory operation and maintenance of the works at the highest possible level under Indian conditions (but according to international standards for facility of this type), unless expressly excluded from the scope of supplies and services in this Contract.

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TPSODL have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by submitting a request in writing to the Associate. The Associate shall, within fifteen days of receipt of such request from the TPSODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPSODL requests a change, the Contract price and time shall be adjusted upwards or downwards, as the case may be and shall be mutually agreed to. The associate shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

The Associate shall not proceed with the changes as requested till adjustment of contract price and time schedule where so applicable in terms of or otherwise directed by the TPSODL.

5.0 PRICES/RATES/TAXES

Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPSODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPSODL store/site & unloading & delivery at TPSODL stores/TPSODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.

The Prices/Rates are inclusive of all taxes, levies, cess and duties, particularly Goods and Services Tax as applicable. All government levy / taxes shall be paid only when the invoice is submitted according to the relevant act.

The prices/rates shall remain firm till actual completion of entire supply of goods/material/equipment as per contract is achieved and shall remain valid till the completion of the contract.

The prices shall remain unchanged irrespective of TPSODL making changes in quantum in all or any of the schedules of items of contract.

5.1 Changes in Statutory Tax Structure

If rate of any or all of the statutory taxes and duties applicable to the contract changes, such changes shall be incorporated by default if the changes occur within the contract execution time and shall be applicable if the contract is executed by the Associate within the Contract Execution Time.

For execution of contracts beyond contract execution time, where the delay is not attributable to TPSODL no upward revision in tax /duties shall be considered irrespective of changes in the statutory tax structure either within the contract execution time or beyond. However, in such cases, benefits due to any downward revisions in statutory tax rates shall be passed on to TPSODL.

6.0 TERMS OF PAYMENT

On delivery of the materials in good condition and certification of acceptance by TPSODL official, Associate shall submit the Bills/Invoices in original in the name of "The TP Southern Odisha Distribution Limited" to invoice desk, complete with all required documents as under:

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- Test Reports (4 sets).
- MDCC issued by TPSODL.
- Packing List.
- Drawing and Catalogue.
- Guarantee/Warrantee Card.
- Delivery Challan.
- O&M Manual.
- Copy of Order.
- Minutes of Meeting.

Bills/ invoices shall mention Supplier's GST Number. TPSODL will make 100% payment within 30 days of submission of the Bill/Invoice complete in all respects and along with all the requisite documents mentioned above, subject to condition that Associate has furnished the requisite Security-cum-Performance Guarantee as stipulated in the contract.

6.1 Quantity Variation

Payment will be made on the basis of actual quantity of supplies/actual measurement of works accepted by TPSODL and not on the basis of contract quantity.

6.2 Full and Final Payment

Full & Final Payment in all contracts shall be made subject to the associate submitting "No Demand Certificate" in the format as per Annexure-C.

7.0 MODE OF PAYMENT

Payment shall be made through crossed Cheque or RTGS whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPSODL records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank Account and other details as per annexure G. Further, for any payments made, TPSODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 15 days from the effective date of issue of PO/RC, Security Performance Bank Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to TPSODL for:

- (a) 5% of the PO value if purchase order value is more than Rs 5 Crores.
- (b) 10% of the PO value if purchase order value is less than Rs 5 Crores.

This shall remain valid till the end of the Guarantee Period of contract, plus one month.

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(c) 5% of the RC value in case of Rate Contract. This shall remain valid till the Guarantee period plus one month.

- For PO/RC values less than Rs. 5 lacs, Associate may request for deduction of amount equivalent to SPBG value from their first invoice. Such amount shall be withheld by TPSODL while processing the invoice and shall be released after completion of Guarantee Period plus one month.
- For PO/RC values less than Rs. 3 lacs, the clause (8.0) for Security cum Performance Bank Guarantee (SPBG) shall not be applicable.
- In case of RC (Rate Contract) after the expiry of RC validity, Associate shall have to submit SPBG. However, the Associate has the option to re-submit the SPBG as per actual RO (Release Order) value issued against the RC, valid for Guarantee Period plus one month.

The Guarantee Period shall be considered as per the last RO issued against the said RC. The original SPBG as submitted against the RC shall be released on submission of the new SPBG to TPSODL. Alternatively, Associate may extend the validity of original SPBG only till the requisite period, i.e. Guarantee Period plus one month.

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

Associate should ensure adherence to all applicable laws, rules and regulation applicable under this contract from time to time. In case of violation any risk, costs etc shall be in associates account and keep TPSODL indemnified always till completion of contracts.

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9.2 SA 8000

TPSODL expects its Associates to follow guidelines of SA 8000:2014 on the following aspects

1. Child Labour
2. Forced or Compulsory Labour
3. Health & Safety
4. Freedom of Association & Right to Collective Bargaining
5. Discrimination
6. Disciplinary Practices
7. Working Hours
8. Remuneration
9. Management System

9.3 Affirmative Action

TPSODL appreciate and welcome the engagement/employment of persons from SC/ST community or any other deprived section of society by their business associates.

Relaxation in Contract Clauses under Affirmative Action for SC/ ST Business Associates**

TPSODL believes that inclusive growth is the key to sustainable development, and to promote the same Policy on Affirmative Action for Scheduled Caste & Scheduled Tribe Communities has been adopted across the company.

Under the same pre-text, and to promote entrepreneurship among SC/ST community TPSODL has taken initiative by proposing relaxations in contract clauses as per below:

S. No	Initiative	for SC/ ST BA's	Guideline Document
1	Tender Fees	100% waiver for SC/ST community	All Open Tenders
2	Earnest Money Deposit	50 % relaxation of estimated EMD value	All limited and Open Tenders
3	Performance Bank Guarantee	50% relaxation in PBG for order value above 50 lacs else 25% relaxation	All limited and Open tenders
4	Turnover	25% relaxation in company turnover under qualifying requirement criteria	All Open Tenders

**Classification of BAs under SC/ST shall be governed under following guidelines:

- Proprietorship/ Single Ownership Firm: Proprietor of the firm should be from SC/ST community. Governing document shall be duly audited balance Sheet for the last FY bearing the name of proprietor.

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- Partnership Firm: Only such firms shall qualify which have SC/ST partners holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Partnership Deed and audited balance sheet/ ITR for last FY.
- Private limited company: Only such firms shall qualify which have SC/ST directors holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Memorandum of Understanding (MoU) and/or Article of Association (AoA).

Governing document shall be Memorandum of Understanding (MoU) and/or Article of Association (AoA).

Note: Certification from SC/ST commission shall be required for deciding upon SC/ST status of a person.

9.4 MSME Development ACT 2006

Provisions for Firms falling in The Micro, Small and Medium Enterprise Development Act 2006:-

- i. Business Associate is requested to inform the TPSODL if they fall under provisions of The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPSODL. The Associate also needs to mention the relevant details on their invoice/ bill.
- ii. Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPSODL, enabling them to avail the consequent benefits, failing which TPSODL may take appropriate action against such defaults.
- iii. Business Associates falling in MSME category are exempted from submitting the Tender Fee when participating in TPSODL tenders. Also they are eligible to submit concessional EMD at 50% of the EMD otherwise applicable.

10.0 QUALITY

10.1 Knowledge of Requirements

The Associate shall be deemed to have carefully examined and to have knowledge of the equipment, the general and other conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and the type of the equipment and duties required including wherever necessary of the site conditions and relevant matters and details. Any information thus procured or otherwise obtained from TPSODL/Consultants shall not in any way relieve the Associate from his responsibility and executing the works in accordance with the terms of contract.

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10.2 Material/Equipment/Works Quality

The items / works under the scope of the Associate shall be of the best quality and workmanship according to the latest engineering practice and shall be manufactured from materials of best quality considering strength and durability for their best performance and, in any case, in accordance with the specifications set forth in this Contract. All material shall be new. Substitution of specified material or variation from the process of fabrication/ construction/ manufacture may be permitted but only with the prior written approval of the TPSODL.

10.3 Adherence to Rules & Regulations

The Associate shall procure and/or fabricate/erect all materials and equipment in accordance with all requirements of Central and State enactment, rules and regulations governing such work in India and at site. This shall not be construed as relieving the Associate from complying with any requirement of TPSODL as enumerated in the Contract which may be more rigid than and not contrary to the above mentioned rules, nor providing such construction as may be required by the above mentioned rules and regulations. In case of variance of the Technical Specification from the laws, ordinance, rules and regulations governing the work, the Associate shall immediately notify the same to the TPSODL. It is the sole responsibility of the Associate, however, to determine that such variance exists. Wherever required by rules and regulations, the Associate shall also obtain the statutory authorities' approval for the plant, machinery and equipment to be supplied by the Associate.

10.4 Specifications and Standards

The Associate shall follow all codes and standards referred in the Contract Document. Codes and standards of other may be followed by the Associate with the prior written approval of TPSODL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.

Brand names mentioned in the Contract documents are for the purpose of establishing the type and quality of products to be used. The Associate shall not change the brand name and qualities of the bought out items without the prior written approval of the TPSODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPSODL. In any circumstances the codes, specimen and standards prescribed by any government agency should not be violated.

11.0 INSPECTION/PARTICIPATION

11.1 Right to Carry Out Inspection

TPSODL reserves the right to send its representatives for inspection or participation at various stages of contract execution listed below, applicable as per contract construction.

- During basic design and detail engineering of material/ Equipment carried out by Associate /Outsourced Agencies.

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- During manufacturing stages of the product at Associate's/Associate's Outsourced Agency's Plant/Facility.
- During Pre-dispatch Inspection and Testing of finished/manufactured product at Associate's/Associate's outsourced Agency's Plant/Facility.
- During Installation & Commissioning Activities/Stages.
- Prior to Clearing of the completed installation for commissioning.
- Any other stage as find appropriate by TPSODL during contract execution time.

All inspections and participations shall be carried out by TPSODL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

11.2 Facilitating Inspection

The Associate shall provide all opportunities and information to TPSODL's engineers to get acquainted with the technical know-how and the methods and practices adopted by the Associate in basic and detail engineering. The Associate shall provide documents, drawings, calculations etc. as may be required by TPSODL's Engineers.

The Associate shall provide free of charge office accommodation, office facilities, secretarial services, communication facilities, general and drawing office stationary, etc. as may be reasonably required by the TPSODL's engineers. Similarly, facilities shall also be provided by Associate's outsource agencies/ partners/ authorized dealers (collectively termed as sub associates) if such basic and detail engineering activities are carried out in the design offices of sub-Associates.

The Associate shall be responsible for the safety of employees of TPSODL/Third Party Agency when they are at the Associate's /Associate's outsource agency's plant or facility for carrying out/witnessing inspection/testing. All statutory safety precautions as applicable shall be followed by the Associate during Inspection Testing. If TPSODL inspectors are not satisfied with the safety arrangements at the plant, TPSODL have the right to call off inspection till such time corrective action is taken by the Associate.

Before raising the call for pre-dispatch final inspection and testing, the Associate shall conduct all the tests—type tests, routine tests etc-as specified in the contract document and submit copies of the test certificates to TPSODL along with the inspection call, for scrutiny of TPSODL.

The Associate and TPSODL shall jointly document all the observations, comments and action points after completion of inspection and it shall be binding on the Associate to provide compliance on all the points requiring compliance and furnish the compliance report to the designated authority of TPSODL for receiving clearance for dispatch of materials

11.3 Third Party Nomination

TPSODL also may nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of TPSODL as far as conducting the inspection.

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11.4 Waiver of Inspections

TPSODL on its own discretion shall chose to waive off any inspection and ask the Associate to submit all the test reports as applicable as per contract specifications, related to inspection and testing of the goods ordered for scrutiny and clearance for dispatch.

11.5 Incorrect Inspection Call

In case it is observed that the material offered for inspection is not ready at the time of TPSODL inspection visit rendering it as futile, all costs towards such inspection shall be recovered from the BA. Taxes as applicable on such recoveries shall be borne by the BA.

12.0 MDCC & DELIVERY OF MATERIALS

12.1 Material Dispatch Clearance Certificate

Associate shall deliver material/goods/equipment against Supply Contracts or Supply Part of Composite/Service Contracts only after receiving Material Dispatch Clearance Certificate (hereafter termed as MDCC) issued by designated authority of TPSODL. Material delivered at TPSODL stores or at project site without a valid MDCC issued by the designated official of TPSODL shall be rejected. MDCC shall be issued to associate furnishing compliance report on the action points documented during pre-dispatch inspection and testing at Associate's/ Sub Associate's plant/ facility. In case Pre-dispatch inspection is waived at the discretion of TPSODL, then, MDCC shall be issued on receiving all the test reports-routine& type-from the Associate and finding them in order.

The associate shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling and transport by air, sea, rail and road or any other means.

All such packing shall allow to the extent possible for easy removal and checking at Site. The associate shall take special precautions to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be utilized by the associate for protection against moisture during transit of all Plant and Equipment.

Each Equipment or parts of Equipment shall be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the associate, item description, quantity, item / package identification.

All packing cases, containers, packing and other similar materials shall be new and supplied free by the associate and it shall not be required to be returned to the associate.

Notwithstanding anything stated in this clause, the associate shall be entirely responsible for loss, damage or depreciation or deterioration to the materials and supplies due to faulty and/or insecure packing or otherwise during transportation to the Site until otherwise provided herein.

In case of the consignments dispatched by road, the associate shall ensure that it or its subcontractors:

- i) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.

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ii) Take such actions as may be necessary to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.

Timelines for inspection and MDCC is as below:

S. No.	Inspection	MDCC issuance time including Inspection time (max.)
1	Outside Berhampur	12 days
2	Within Berhampur	5 days
3	Waiver*	3 working days

* Associate is expected to raise the inspection call assuming that Inspection shall be carried out by TPSODL. The decision for waiver of inspection shall be on sole discretion of TPSODL.

12.2 Right to Rejection on Receipt

Goods/Material/Equipment delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from TPSODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPSODL.

If delivery of the material is beyond the agreed time, Liquidated damage clause, mentioned in this GCC separately shall be applicable; but the period for levy of LD shall be considered as per the original delivery schedule and not from the agreed timelines for material rectification.

12.3 Consignee

Unless otherwise specified in the Contract Document/ Purchase Order/ Release Order, Materials/ Goods/ Equipment shall be consigned to "Stores-In-Charge", TPSODL, Berhampur

12.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPSODL stores/site:

S. No.	Documents	Requisite
1	Invoice copy in original	With all consignments
2	LR copy	Wherever required
3	Packing list	With all consignments
4	MDCC	With all consignments
5	Purchase order / Release order	Signed copy
6	Test certificates	With all consignments
7	Inspection/JVR report	In case pre-dispatch inspection is conducted

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8	Device data in CD as per template for metering items	Wherever applicable
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12.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	TPSODL material code and material description shall be mentioned in invoice and on material.
3	"Property of TPSODL" shall be embossed on material.
4	The material shall be properly sealed and packed in standard packing as per purchase order terms & conditions.
5	The weight and quantity of material shall be mentioned wherever applicable
6	The material supplied shall be co-related with the packing list.
7	The name plate detail on equipment shall include Material code, Material description, specification detail of material [as applicable], Serial No. Year of manufacturing, PO/ RO no. and date, "PROPERTY OF TPSODL, Berhampur", Guarantee period and Associate's name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPSODL central store. For heavy item(s), crane will be provided by TPSODL [unloading cost will be recovered from the associate].
9	The driver should have valid License and one helper in truck. All the documents of truck like registration papers, PUC etc. should be available in Truck.
10	BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible.

13.0 GUARANTEE

13.1 Guarantee of Performance

Associates shall stand guarantee that the equipment and material supplied under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract, for a specific period termed as Guarantee Period(as elaborated elsewhere in this clause). The Associate should also guarantee that the equipment/material is new and unused except for the usage required for the tests and checks required as part of quality assurance.

13.2 Guarantee Period

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPSODL for the equipment/material/service/work and where standard

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specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 12 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

13.3 Failure in Guarantee Period (GP)

If the equipment and material supplied under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied rendered under the contract, failed in Guarantee Period, TPSODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPSODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, the Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPSODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPSODL within 7 days of reporting the issue by TPSODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

13.4 Cost of repairs on failure in GP

The cost of repairs/rectification/replacement, required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by Associate. The Associate has to ensure that the interruption in the usage of intended purpose of the equipment is minimized to the maximum extent In lieu of the time taken for repairs/rectification/replacement.

13.5 Guarantee period for Goods Outsourced

If the Associate outsources partly equipment/materials/services from third party as mutually agreed upon at the pre award stage of contract, TPSODL shall have the benefit of any additional guarantee period if provided by the third party for the part supplied/executed by them.

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13.6 Latent Defect

Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects. Associates shall further be responsible for 'free replacement' for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company.

13.7 Support beyond the Guarantee Period

The Associate shall ensure availability of spares and necessary support for a period of atleast 10 years post completion of guarantee period of equipment supplied against the contract.

14.0 LIQUIDATED DAMAGES

- a) For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPSODL, as described below:

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPSODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

- b) For Supplies having phased delivery schedule as per contract terms, standalone use and multiple in quantities, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPSODL, as described below:

For the purpose of calculating and applying LD, each delivery lot shall be considered separately. For delay of each week and part thereof, from the delivery schedule specified for the lot, 1% of the contract value corresponding to the undelivered quantity of the lot subject to a maximum of 10% of the total contract value of the subject lot. However, if full contractual quantity is not delivered within 130% of contract time for delivery, TPSODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value. Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPSODL as a proof of deduction/ recovery.

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14.1 LD Waiver Request

Any request of LD waiver shall be submitted within thirty (30) days of deducting LD. Request submitted beyond the timeline shall not be entertained.

15.0 UNLAWFUL ACTIVITIES

The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the TPSODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPSODL, in accordance with the terms of the present GCC.

16.0 CONFIDENTIALITY

Associate and its employees or representatives thereof shall strictly maintain the confidentiality of various information they come across while executing the contract as detailed below.

16.1 Documents

All maps, plans, drawings, specifications, schemes and other documents or information related to the Contract/Project and the subject matter contained therein and all other information given to the Associate by the TPSODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPSODL and shall not be used or disclosed to third parties by the Associate for any purpose other than for which they have been supplied or prepared. The Associate may disclose to third parties, upon execution of confidentiality agreements, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Work provided such third parties agree in writing to keep such information confidential to the same extent and degree as provided herein, for the benefit of the TPSODL.

16.2 Geographical Data

Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of country or those of TPSODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPSODL and upon execution of confidentiality agreements satisfactory to the TPSODL with such third parties prior to disclosure.

16.3 Associate's Processes

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPSODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPSODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPSODL under the Contract shall be passed on to the TPSODL. The TPSODL

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shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

The provision of Clauses 16.1 to 16.3 shall not apply to information:

- Which at the time of disclosure are in the public domain which later on become part of public domain through no fault of the party concerned, or
- Which were in the possession of the party concerned prior to disclosure to him by the other party, or
- Which were received by the party concerned after the time of disclosure without restriction on disclosure or use, from a third party who did not acquire such information directly or indirectly from the other party or has no obligation of confidentiality for such information.

16.5 Violation

In case of violation of this clause, the Associate is liable to pay compensation and damages as may be determined by the competent authority of TPSODL.

17.0 INTELLECTUAL PROPERTY RIGHTS

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the TPSODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPSODL.

Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of TPSODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPSODL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

18.0 INDEMNITY

The Associate shall at all times indemnify, keep indemnified and hold harmless the TPSODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPSODL is held liable for

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by any court judgement. In this connection, the TPSODL shall pass on all claims made against him to the Associate for settlement.

The Associate assumes responsibility for and shall indemnify and save harmless the TPSODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPSODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPSODL.

The TPSODL shall not be held responsible for any accident or damages incurred or claims arising, due to the Associate's error there from prior to completion of work. The Associate shall be liable for such accidents and after completion of work for such accidents as the case may be due to negligence on his part to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.

19.0 LIABILITY & LIMITATIONS

19.1 Liability

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods ***unless caused by Associate's negligence, willful misconduct or breach of contract.***

If the Associate is a joint venture or consortium, all concerned parties shall be jointly and severally bound to the TPSODL for the fulfillment of the provisions of the Contract. The consortium or the joint venture shall designate one party as their leader, who will be the coordinator between the parties and TPSODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPSODL.

TPSODL shall have no liability or any special, incidental, indirect or consequential Damages for any loss of Business Contracts, revenues or other financial loss arising out of this Contract.

19.2 Limitation of Liability

The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.

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20.0 FORCE MAJEURE

Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- Politically motivated sabotage, or terrorism, etc.
- Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.
- Any act of God.

Note: Causes like power breakdown/ shortages/fire/strikes, accidents etc do not fall under Force Majeure.

Time being the essence of the Contract, if either party is prevented from the performance of its obligations in whole or in part due to an event of Force Majeure, then provided Notice of happening of any event by the Affected Party is given to the other party within seven (7) days from the date of occurrence of such event, which DIRECTLY has impact on works and submitted details and quantum of resulting effect, but at the same time had made all possible efforts to mitigate and overcome effects thereof, the Affected Party's performance under this Contract shall be suspended until such event ceases and the Scheduled Completion shall be delayed accordingly.

If Force Majeure event(s) continue for a period of more than three months, the parties shall hold consultation to discuss the further course of action.

Neither party shall be considered to be in default or in breach of its obligation under the Contract to the extent that performance of such obligation by either party is prevented by any circumstances of Force Majeure which arise after effective date of Contract.

Neither party can claim any compensation from the other party on account of Force Majeure.

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

TPSODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract

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completion period less than sixty days and at least seven business days' notice for all other contracts.

Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TPSODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.
- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

On receipt of resumption notice from TPSODL, the Associate shall resume execution of contract as specified in the resumption notice, within the time frame specified in the resumption notice.

21.2 Suspension for Breach of Contract conditions.

TPSODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 22.1 for breach/default of contract conditions.

21.3 Compensation in lieu of Suspension

If the suspension of the contract in whole or in part is for convenience of TPSODL and not due to any breach of contract conditions by the associate, TPSODL at its discretion shall consider compensating all reasonable additional costs incurred by Associate in lieu of suspension of whole or part of contract, on representation of the Associate providing justified estimates of such additional costs and such estimates are found acceptable and approved by competent authority of TPSODL.

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 22.1) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to TPSODL in lieu of suspension of contract. Resumption notice shall be subject to the Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

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22 TERMINATION OF CONTRACT

22.1 Termination for Default/Breach of Contract

The contract / PO /RC shall be subject to termination by TPSODL in case of breach of the contract by the Associate which shall include but not be limited to the following:

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO.
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPSODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPSODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPSODL.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the associate for the first time, TPSODL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPSODL then TPSODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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In case the contract is terminated for any breach of the nature specified in clause 22 g stated above, TPSODL shall have the right to terminate all the contracts TPSODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPSODL available to it under law.

Without prejudice to its right to terminate for breach of contract, TPSODL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Associate.

In the event of TPSODL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

- a) Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b) Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPSODL.
- c) The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at TPSODL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.
- d) It shall be open for TPSODL to conduct a joint assessment with the associate of the material, supplies, equipment, works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.
- e) It shall be open to TPSODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

In case of termination of the contract the parties agree to be governed inter alia by the following:

- a) In case TPSODL exercises its right of termination as stated above the associate shall not dispute or object to the same.
- b) The Associate shall be entitled to receive and claim only such payments OR sums of money from TPSODL as may be found payable to it in regard to works executed by it under the terms of the contract and no other claim of any nature whatsoever shall be made by the Associate.
- c) All such provisions which the parties have agreed to survive and prevail even after termination of the contract shall remain effective despite the termination.

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In the event of such termination, TPSODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPSODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPSODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPSODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPSODL under law against the associate.

Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct, TPSODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPSODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPSODL.

22.2 Termination for Convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPSODL has full right to accept, reject or partially accept such request. However, associate shall continue its supply as per contract till final approval is given to associates for such termination.

22.3 Termination for Convenience of TPSODL

TPSODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPSODL shall pay the Associate for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Associate to that effect.

23.0 DISPUTE RESOLUTION & ARBITRATION

In case of any dispute or difference the parties shall endeavour to resolve the same through conciliatory and amicable measures within 15 Days failing which the matter may be referred by either party for resolution by the sole arbitrator to be appointed mutually by both the parties. The arbitral proceedings shall be conducted in accordance with Arbitration and Conciliation Act 1996 and the place of arbitration shall be Bhubaneswar. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The associate shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by TPSODL or suspended by the arbitrator. Further, TPSODL shall continue making such payments as may be found due and payable to the associate for such works.

23.1 Governing Laws and Jurisdiction

The parties shall be subject to the jurisdiction of the courts of law in Berhampur and any matter arising here from shall be subject to applicable law in force in India.

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24.0 ATTRIBUTES OF GCC

24.1 Cancellation

The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates.

24.2 Severability

If any portion of this GCC is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this GCC shall remain in effect.

24.3 Order of Priority

In case of any discrepancies between the stipulations in General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated hereinabove while balance portion of respective clauses of GCC shall continue to be applicable.

25.0 ERRORS AND OMISSIONS

The Associate shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the TPSODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPSODL will not be considered as error and omissions on part of the Associate.

26.0 TRANSFER OF TITLES

The title of ownership and property to all equipment, materials, drawings & documents shall pass to the TPSODL on acceptance of material by store/site after Inspection.

However, such passing of title of ownership and property to the TPSODL shall not in any way absolve, dilute or diminish the responsibility and obligations of the Associate under this Contract including loss or damages and all risks, which shall vest with the Associate.

27.0 INSURANCE

The Contractor (BA) shall take out the Insurance Policies which shall cover all risks including the following, as applicable:-

- a) The value of the policy shall cover the total value of all the items till they are handed over to TPSODL.
- b) TPSODL shall be the principal holder of the policy. The Associate shall be the loss payee under the policy. Associate / Sub-contractor of the Associate shall not be holders or beneficiaries in the policy nor shall they be named in the policy. TPSODL reserves the exclusive right to assign the policy.

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- c) While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required to be provided by the associate shall remain uninsured in accordance with (a) above.
- d) A copy of the Insurance policy shall be made available to TPSODL prior to first dispatch lot of any Equipment and policy shall be kept alive and valid at all times up to the stage of final acceptance.
- e) TPSODL reserves the right to take out whatever policy that is deemed necessary by him if the associate fails to keep the said policy alive and valid at all times and/or causes lapses in payment of premium thereby jeopardizing the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the associate.
- f) The policy shall ensure that the TPSODL's decision regarding replacement of goods damaged, lost or rendered unusable shall be final.

In all cases, the associate shall lodge the claims with the underwriters and also settle the claims and shall also notify TPSODL of any filed claims. However, the associate shall proceed with the repairs and/or replacement of the equipment/components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the associate shall arrange prompt release against bond, security or cash as required. TPSODL, upon request by the associate, will extend all reasonable assistance to the associate in such a case.

All the insurance claims shall be processed and settled by the associate and the missing/damaged items shall be replaced/repared by them without any extra cost to TPSODL and without affecting the completion time.

28.0 SUGGESTIONS & FEEDBACK

We welcome all our Business Associates to write to us about their experience with TPSODL; be it our Company, our services or our people. Each and every concern, issue, query and suggestion from you will help us to become a better company to work with and shall help us develop a strong bonding of trust and a long term relationship with you.

You may send your feedback by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-E*. You can also log on to our website www.tpsouthernodisha.com to provide your feedback.

- Suggestions for us
- Feedback form
- Knowledge Sharing/ Experience with TPSODL
- Any issues with TPSODL.

Submission of feedback form is mandatory before the release of final payment to the BA.

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29.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be lodged by log on to our website www.tpsouthernodisha.com

30.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
2.	Performa for Performance Bank Guarantee (CP cum EP)	B
3.	Performa for No Demand Certificate by Associate	C
4.	Performa For Application For Issuance of Consolidated TDS Certificate	D
5.	Business Associate Feedback Form	E
6.	Acceptance Form For Participation In Reverse Auction Event	F
7.	Form for RTGS Payment	G
8.	Vendor Appraisal Form	H
9.	Manufacturer Authorization Form	I

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ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

**The TP Southern Odisha Distribution Limited
Berhampur**

WHEREAS, (Name of the Bidder) _____
(hereinafter called "the BIDDER") has submitted his bid dated _____ for the (Name of Contract) _____ (hereinafter called "the BID").

KNOW ALL men by these presents we (Name of the Bank) _____ of (Name of the Country) _____ having our registered office at _____ (hereinafter called "the BANK") are bound unto The TP Southern Odisha Distribution Limited (TPSODL) in the sum of _____ for which payment well and truly to be made to the TPSODL the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

The CONDITIONS of this obligation are:

- i) If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of Bid or
- ii) If the Bidder having been notified of the acceptance of his Bid by the TPSODL during the period of bid validity fails or refuses to furnish the Contract Performance Bank Guarantee, in accordance with the Instructions to Bidders.

We undertake to pay the TPSODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPSODL will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date (No of days as mentioned in tender enquiry) days after the closing date of submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

DATE **SIGNATURE OF THE BANK**

WITNESS **SEAL**

(Signature, Name & Address) (At least 2 witnesses)

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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper) Note:

- a) Format shall be followed in toto
- b) Claim period of one month must be kept up
- c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

**The TP Central Odisha Distribution Limited
Berhampur**

CP cum EP BG No.....

Order/Contract No.....dated.....

1. You have entered into a Contract No _____ with M/s. _____
(hereinafter referred to as "the Vendor"/ 'BA')) for the supply cum erection / civil work of _____
(hereinafter referred to as "the said Equipment")
for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for 10% of the value of contract and to be valid till the end of Guarantee period plus one month towards "Contract cum Equipment performance". For this purpose you have agreed to accept the guarantee.
3. In consideration thereof, we, _____ hereby
irrevocably and unconditionally guarantee to pay to you on demand but in any case before the end of five working days from the date of the claim and without demur and without reference to "the Vendor" such amount or amounts not exceeding the sum of
Rs. _____ (Rupees _____ only) being _____%
(_____ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfillment and "the Vendor" shall have no right to question such judgment.
4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with

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reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving our bank from its obligation under this guarantee.

6. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to "the Vendor's" liabilities in respect of the premises
7. This guarantee shall not be affected by any change in the constitution of our Bank or "the Vendor" or for any other reason whatsoever.
8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at Berhampur branch and claim will also be payable at Berhampur Branch (to be confirmed by Berhampur Branch by a letter to that effect in case BG is from the branch outside Berhampur).
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____) only and the guarantee will remain in force upto and including _____ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one months from _____ (expiry date) i.e. on or before _____ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at _____ this _____ day of _____ 20__

Bank's rubber stamp

1. Banks full address

Designation of Signatory

2. Bank official number

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

(On Company's Letter head or with Company Seal)

(To be submitted by the Associate to TPSODL Accounts Department at the time of receipt of full and final payment)

(Certificate No. CCP/002)

Name of the Project Order/

Contract No.

Dated

Name of the Associate Scheme

No. / Job No.

We, M/s. _____ (Associate) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from TPSODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPSODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPSODL under the said contract / W.O.

Notwithstanding any protest recorded by us in any correspondence, documents, measurement books and / or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this “NO DEMAND CERTIFICATE” in favour of TPSODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Place

Name

(Company Seal)

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ANNEXURE-D

**PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS
CERTIFICATE**

To be printed on the letterhead

To,

The TP Southern Odisha Distribution Limited,

Berhampur

Sub: Application for issuance of Consolidated TDS Certificate for the FY _____

Dear Sir,

I / we hereby request / authorize you to issue me / us a consolidate TDS Certificate for the financial year _____ against tax deducted at source by you from my / our payments / bills during the said year from time to time under Chapter XVII – B of the Income Tax Act, 1961. For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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ANNEXURE-E

BUSINESS ASSOCIATE FEEDBACK FORM

With an objective to improve our internal processes and systems, and serve you better, we solicit your valuable feedback & suggestions. It is estimated that it will take about 10 minutes to complete this survey. We assure you that your feedback shall be kept confidential. Please send the duly filled feedback form in the "TPSODL addressed - attached envelop"

You are associated with us as

☐ OEMs ☐ Service Contractor ☐ Material Suppliers ☐ Material & Manpower Supplier

You are associated with us for

☐ Less than 1 year ☐ More than 1 year but less than 3 years ☐ More than 3 years

Your office is located at

☐ Berhampur ☐ Within 200 kms from Berhampur ☐ More than 200 kms from Berhampur

Your nearly turnover with TPSODL

☐ Less than 25 Lacs ☐ 25 Lacs to 1 Crore ☐ More than 1 Cr.

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

We once again thank you for your participation in this survey. Please spare 10 minutes to give your feedback on following pages (Section A to E)

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SECTION – A

(Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement).

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
1	You receive all relevant queries / tenders from us in timely manner.						
2	We provide you enough lead time to respond to our queries / tenders.						
3	We provide you adequate support (drawings, documents, clarifications, briefing etc.) to enable you meet our requirements.						
4	All following elements of our contract / purchase order are rational :						
4.1	Scope of Work						
4.2	Delivery / Execution Schedule						
4.3	Payment Terms						
4.4	Liquidated Damages						
4.5	Performance Guarantee						
5	Our purchase orders / contracts are simple, specific & easy to understand						
6	TPSODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPSODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPSODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPSODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPSODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk) initiative has improved payment disbursement process* (under development)						

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S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPSODL never defaults on contractual terms						
15	In TPSODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPSODL Employees follow Ethical behaviour						

SECTION – B

SECTION – B (Please rate the following parameters on a scale of 1 to 5, where 1 - Minimum; 5 - Maximum)

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPSODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	District / Zones						
1.3	Projects/HOG (TS &P)						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPSODL in comparison						

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	to your other clients in terms of fairness of treatment and transparency with its Business Associates?						
3	How would you rate TPSODL in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates						
4	How would you rate TPSODL in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates						

SECTION – C

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

S. No.	Parameters	Certainly No	Probably No	Certainly Yes	Probably Yes	Remarks/ Suggestion
1	Based on your experience with TPSODL, would you like to continue your relationship with TPSODL?					
2	If someone asks you about TPSODL, would you talk “positively” about TPSODL?					
3	Would you refer TPSODL name to others in your community, fraternity and society as a professional & dynamic organization?					

SECTION - D

If we ask you to rate us on a scale of 1 to 10, how will you rate TPSODL, that truly represents your overall satisfaction with us (please tick appropriate box) -

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

SECTION – E

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

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Please spare your thoughts for TPSODL's improvement in particular areas of weaknesses, particularly relating to some great practices, attitudes that you have seen elsewhere in Indian and International Organizations, which you recommend TPSODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPSODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, attitudes that you

Recommendation	Please tick (✓) your top 5 expectations out of the following 10 points listed below -	
(Please list down improvement you expect from TPSODL)	Timely payment	
1	Flexibility in Contracts/PO	
	Clarity in PO,s & Contracts	
2	Timely response to quarries	
	Timely certification of works executed	
3	Clarity in Specs, drawings, other docs etc.	
	Adequate information provided on website for tender notification, parties qualified etc.	
4	Timely receipt of material at site for execution	
	Performance Guarantee/EMD released in time	
5	Inspection & quality assurance support for timely job completion	

We thank you for your time and courtesy!!

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ANNEXURE-F

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder prior to participation in the auction event)

In a bid to make our entire procurement process more fair and transparent, TPSODL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. TPSODL shall provide the user id and password to the authorized representative of the bidder. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. TPSODL will make every effort to make the bid process transparent. However, the award decision by TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPSODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPSODL.
6. In case of intranet medium, TPSODL shall provide the infrastructure to bidders. Further, TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by TPSODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPSODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPSODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

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Name of the Authorized Signatory: _____ :

Contact Person's Name:

Official Correspondence Address:

We confirm that we will bear the charges, if any, levied by our bank for the credit of NEFT/RTGS amounts in our account. Any change in above furnished information shall be informed to TPSODL well in time at our own. Further, we kept TPSODL indemnified for any loss incurred due to wrong furnishing of above information.

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

We confirm that we are enabled for receiving NEFT/RTGS credits and we further confirm that the account number (specify Bank a/c no.) of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Code of our branch mentioned above are correct.

This also is certified that the above information is correct as per Bank record

(Manager's/ Officers Signature under Bank Stamp)

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ANNEXURE-H
VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)			
VENDOR:			
1.0	DETAILS OF THE FIRM		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
2.0	PRODUCTS MANUFACTURED		:
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT).		:
4.0	VALUE OF FIXED ASSETS		:
5.0	NAME & ADDRESS OF THE BANKERS		:
6.0	BANK GUARANTEE LIMIT		:
7.0	CREDIT LIMIT		:
8.0	TECHNICAL		
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	8.2	NO. OF DRAUGHTS MEN	:
	8.3	COLLABORATION DETAILS (IF ANY)	:
		8.3.1 DATE OF COLLABORATION	:
		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S /	:

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		DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
9.0	MANUFACTURE		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
10.0	INSPECTION / QC / QA / TESTING		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:

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	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)		:
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS		:
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)		:
14.0	POWER SITUATION		:
15.0	LABOUR SITUATION		:
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED		
17.0	ORGANIZATIONAL DETAILS 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO		:
18.0	DOCUMENTS TO BE ENCLOSED:		

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	1. FACTORY LICENSE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	
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*** Classification of BA s under SC/ST shall be governed under following guidelines:**

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be Proprietorship Deed.
- **Partnership Firm:** Only such firms shall qualify which have SC/ST partners holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Partnership Deed.
- **Private Limited Company:** Only such firms shall qualify which have SC/ST directors holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Memorandum of Understanding (MoU) and/or Article of Association (AoA).

NOTE: Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person.

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ANNEXURE-I
MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,

Chief (Contracts & Stores)

The TP Southern Odisha Distribution Limited,
Berhampur.

Sir,

WHEREAS M/s. [name of OEM], who are official manufacturers of having factories at [address of OEM] do hereby authorize M/s [name of bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

.....and
to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s [name of OEM] shall provide standard warranty on the materials supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For

Authorized Signatory