



NIT No.: TPSODL/OT/2021-22/050

**Tender Enquiry No-TPSODL/OT/2021-22/050**

Tender Enquiry No.	Work Description	Quantity	EMD (Rs. in Lakh)	Tender Fee Incl. GST (Rs.)	Last Date and Time for payment of Tender Fee
TPSODL/OT/2021-22/050	Supply of Fuse Barrel for DD Fuse	5100 nos.	1.00	5,000	05-10-2021 17:00 Hrs.
	Supply of DD Fuse Unit (Without Barrel) 11kV 200A – 1Ph	5100 nos.			

**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 & 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

E-mail with necessary attachment of 1 and 2 above to be sent to [prerana.priyadarsini@tpsouthernodisha.com](mailto:prerana.priyadarsini@tpsouthernodisha.com) with copy to [netaji.subudhi@tpsouthernodisha.com](mailto:netaji.subudhi@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.

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Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will be made 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>



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**Open Tender Notification**

**For**

**Rate Contract for Supply of Fuse Unit and Fuse Barrel**

**Tender Enquiry No.: TPSODL/OT/2021-22/050**

**Due Date for Bid Submission: 21.10.2021 (15:00Hrs.)**

**TP SOUTHERN ODISHA DISTRIBUTION LIMITED  
(A Tata Power and Odisha Government Joint Venture)  
Procurement & Stores Department  
Call Center /Training Center, Duduma Colony, Ambagada, Berhampur, Odisha-760001**

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## 1.0 Event Information

The Tata Power Company Limited is recognized as India's largest private sector power utility with a reputation for trustworthiness, built up over nearly nine decades. Today, it is the country's largest private player in the power sector with distribution assets in Mumbai, Delhi, Ajmer and Odisha. The company has generation capacities in Mumbai, Jojobera, Jharkhand and Karnataka.

TPSODL (earlier SOUTHCO) was incorporated in 1st Jan2021 as a JV of Tata Power (51%) and Odisha Government (49%) on the Public-Private Partnership (PPP) model. TPSODL took over the licensed area of operation of the Company is approx. 48,751 sq. km and covers nine revenue districts of Southern Odisha namely Ganjam, Gajapati, Boudh, Kandhamal, Koraput, Rayagada, Malkangiri and Nabarangpur. Our Corporate Office located at Berhampur. The acquisition was through a competitive bidding process initiated to reform the distribution sector, Section 20 of the Electricity Act, 2003, initiated the process of sale of Utility for SOUTHCO in Odisha. The Company changed its name from Southern Electricity Supply Company Limited (SOUTHCO) to Tata Power Southern Odisha Distribution Ltd. (TPSODL) on its day of incorporation. TPSODL's utility business is governed by the provisions of license issued by the OERC for the distribution and retail supply of electricity in Southern part of Odisha for a period of 25 years. The OERC regulates the working of entire power sector of the Odisha state, including determination of tariff chargeable to end consumers and establishing performance norms (mainly related to loss reduction, reliability of power supply and consumer service delivery). The norms/targets are set by the OERC after considering the past performance, existing levels and current operating environment, i.e., the ground realities and prevailing norms for other power distribution utilities across the country. Further, keeping the stakeholders' interest paramount, it captures the future expectations of the general Public/Govt./Utilities etc. through a public hearing.

The TATA Power (TPCL) has made commitment to bring down AT&C Losses in TPSODL Utility to 14.8% in 10 years from the present losses of 36.29%. TPCL has committed to make the Capital Expenditure in the first five years to improve safety, technology and loss reduction. This will showcase one of the few success stories of the PPP model post implementation of distribution reforms. Besides, major improvements will affect in the reliability of network and consumer services. The key differentiating factor will be the optimal and effective deployment of technology interventions through a comprehensive roadmap based on extensive experience of Delhi & Mumbai reform under Distribution System.

### 1.1 Broad Scope of work

Open Tenders are invited in e-tender bidding process from interested bidders for entering into Rate Contract valid for a period of 1 Year as defined below.

S. No.	Description	EMD Amount (Rs. - Lakh)	Tender Fee Incl. GST (Rs.)
1	Rate contract for supply of Fuse Barrel For DD Fuse-5100 nos.	1.00	5,000
2	DD Fuse Unit (Without Barrel) 11kV 200A 1PH-5100 nos.		

## 1.2 Availability of Tender Documents

Non-transferable tender documents may be downloaded by the interested eligible bidders from tender section of our website <https://www.tpsouthernodisha.com>. Same will also be sent to bidder through ARIBA e-procurement system after payment of tender fee as mentioned in "Process of Bidding" in the tender above. Bidder can participate in the tender only through ARIBA e-procurement platform.

Bidders are requested to visit TPSODL website <https://www.tpsouthernodisha.com> regularly for any modification / clarification to the bid documents.

## 1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from TPSODL Website	From 25.09.2021 onwards
(b)	Last Date of receipt of Tender Fee for getting ARIBA link for bid submission	05.10.2021, up to 15.00 Hrs.
(c)	Date & Time of Pre-Bid Meeting (If any)	Will be informed
(d)	Last Date of receipt of pre-bid queries through e-mail, if any	08.10.2021, up to 17:00 Hrs.
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	16.10.2021, up to 17:00 Hrs.
(f)	Last date and time of receipt of Bids through ARIBA	21.10.2021, up to 15:00 Hrs.
(g)	Date & Time of opening technical bids & EMD	22.10.2021 after 17:00 Hrs.
(h)	Date & Time of opening of Price of qualified bids	Shall be intimated via web-site / Ariba

**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.

Pre bid meeting shall be scheduled online. Same shall be communicated to the interested bidders post receipt of their Tender Fee.

## 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 in 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 ANNEXDURE - IV on bidder's letter head.
- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations').

***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 '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

**The bidder should meet the following criteria:**

1. The bidder should have average Annual Turnover of Rs. 3.00 Cr. In last 3 financial years. Copy of audited P&L account to be submitted in this regard.
2. The bidder should have executed either 100% of tender quantity during last three years; or single Order of 50% of above quantity during last three years; or 2 Orders of 30% each of the above quantity during last 3 years. Copy of Work Order / Completion Certificate to be submitted in this regard.



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3. The bidder should have successfully executed Order of above materials for at least one of the reputed power utilities in India. Copy of Work Order / Completion Certificate to be submitted in this regard.
4. 100% subsidiaries of Global Companies are also eligible to bid if the qualification requirements stated above are met independently or in combination with the parent Company.
5. Indian Companies in joint venture relationship with global OEM or authorized Indian Channel partner / Sales representatives of Global OEM are also eligible to bid if the qualification requirements stated above are met independently or in combination with the OEM.

### **1.8 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

### **1.9 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.
- If Qualified technically, the bids will be evaluated commercially on the **overall BOQ basis lowest cost** as calculated in Schedule of Items [ANNEXURE I]. TPSODL however, 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.
- Bidder has to mandatorily quote as per Schedule of Items [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

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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 prices as finalized shall remain firm during the entire contract period.

### 3.0 Submission of Bid Documents

#### 3.1 Bid Submission

Bidders are requested to submit their bids online through ARIBA e-procurement platform. Pre-bid query, if any, there, needs to be mailed at the email address mentioned in Clause No.3.2 below and same will be replied by TPSODL through email.

Bids shall be submitted in 3 (Three) parts:

**FIRST PART: “EMD”** as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bank Draft / Bankers Pay Order / Online payment (issued from a Scheduled Bank) favoring ‘TP Southern Odisha Distribution Limited’, payable at Berhampur only. The BG 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.

The EMD in the form of BG / Bank Draft / Bankers Pay Order shall be required to 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 Fuse Unit and Fuse Barrels”.

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.

#### **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.

IFSCCode: UBIN0562599

Online payment details of EMD has to be uploaded in ARIBA e-procurement platform, during submission of online bid, by printing the same in bidder’s letter head with Company seal and signature.

Bids have to be mandatorily online through ARIBA. No other form of bid submission will be accepted. Please mention our Enquiry Number :- TPSODL/OT/2021-22/050 in your bid and bid should be addressed to:

DGM - Procurement & Stores  
TP SOUTHERN ODISHA DISTRIBUTION LIMITED  
(A Tata Power and Odisha Government Joint Venture)  
Procurement Department, M.S.T.C training center, Duduma  
Colony, Ambagada, Berhampur, Odisha-760002

Bid shall also bear the Name and Address of the Bidder.

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

- a) Documentary evidence in support of qualifying criteria as per Clause No. 1.7 above.
- b) Technical literature/GTP/Type test report etc. *(if applicable)*
- c) Qualified manpower available
- d) Testing facilities in India *(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)*
- h) Mandatory documents as per Clause No.1.4 above.

**The technical bid shall be properly indexed and scanned copy of the same is to be uploaded in ARIBA e-procurement platform.**

**THIRD PART: “PRICE BID”** shall contain only the price details and strictly in format as mentioned in Annexure-1 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.

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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 English Language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English Translation, in which case, for purposes of interpretation of the Bid, the English Translation shall govern.

### **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 the 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.



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**Communication Details:**

Package Owner - Contracts

Name: Ms. Prerana Priyadarsini  
Department: Procurement  
Contact No.: 9437581357  
E-Mail ID: [prerana.priyadarsini@tpsouthernodisha.com](mailto:prerana.priyadarsini@tpsouthernodisha.com)

DGM Procurement

Name: Mr. Ch Netaji Subudhi  
Contact No: 9437959751  
E-Mail ID: [netaji.subudhi@tpsouthernodisha.com](mailto:netaji.subudhi@tpsouthernodisha.com)

Chief – Contracts & Stores:

Name: Mr. Subrata Dey  
E-Mail ID: [subrata.dey@tpsouthernodisha.com](mailto: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 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 can modify their Bid in ARIBA till the expiry of bid submission due date and time. The bidder is not allowed to modify or withdraw its bid after expiry of Bid submission due date and time. 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 the TPSODL against the risk of bidder's conduct which would warrant forfeiture.

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

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

#### ***The EMD shall be forfeited in case of:***

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

**Or**

- b) The case of a successful bidder, if the Bidder does not
- i) accept the purchase order, or
  - ii) furnish the required performance security BG

### 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.

## 4.0 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 will be opened at TPSODL Office, Berhampur. All tender bids shall be opened internally by TPSODL. Presence of any bidder will not be allowed during bid opening process. Technical bid must not contain any cost information whatsoever.

First the envelope marked "EMD" will be opened. 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.



### **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 only for vendors qualified in 'Technical Bid' at the stipulated date and time. Price bids shall be opened internally by TPSODL without the presence of any bidder representative. 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-1 (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place rate contract/purchase order/LOI solely depends on TPSODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in



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addition to other factors that TPSODL may deem relevant.

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 (if any)
5. Technical Specifications (Annexure II)
6. Inspection Test Plan (if any)
7. Acceptance Form for Participation in Reverse Auction (Annexure VI)
8. 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 01 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 issue 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.
- Defective, poor quality and damaged material, if received, same will be rejected and needs to be lifted by Associate within 7 days time period from the date of intimation. TPSODL will not be responsible for delivery of such materials to Associate and for loss of such materials beyond 7 days time period. Associate needs to replace/repair such material with good quality material within 15 days .
- BA shall submit GTP / Drawing within 2 weeks from issuance of Rate Contract, if applicable. In case BA does not get necessary approvals for issuance of manufacturing clearance / 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.
- 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.
- TENDER SAMPLE: Bidder has to demonstrate the performance of offered item in their bid within 10 days of bid opening to Engineering Group.

**7.2 Drawing Submission & Approval**

To be complied as mentioned in Technical Specification for Materials (Clause no.18).

**7.3 Delivery Terms**

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

**7.4 Warranty Period**

To be complied as mentioned in Clause No.11 of Technical Specification, Annexure-II.

**7.5 Payment Terms**

100% payment shall be released 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 Tata Power Company Limited to Invoice Desk and same shall be paid within 45 days from the date of receipt of material and quality clearance at TPSODL's end.

100% payment shall be released within 45 days from the date of ITC with the submission of certified invoices / bills. EIC shall certify the invoices / bills.

**7.6 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.

**7.7 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 VII for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: [netaji.subudhi@tpsouthernodisha.com](mailto:netaji.subudhi@tpsouthernodisha.com) & [subrata.dey@tpsouthernodisha.com](mailto:subrata.dey@tpsouthernodisha.com)

**8.0 Specification and standards**

Please refer Annexure II below.



NIT No.: TPSODL/OT/2021-22/050

## 9.0 General Condition of Contract

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

## 10.0 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.



**ANNEXURE I**  
**Schedule for Items**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Sr. No.	Description	Qty (Q)	UoM	Unit Price (Rs.) (A)	GST (Rs.) (B)	Unit Price with GST (Rs.) (A+B)	Total Amount – All Inclusive (Rs.) Q x (A+B)
1	Fuse Barrel For DD Fuse	5100	EA				
2	DD Fuse Unit (Without Barrel) 11kV, 200A, 1-Ph	5100	EA				

**NOTE:**

- Material
- The quantity mentioned above is for evaluation purpose only and may vary during the execution. Release Orders against this Rate Contract shall be issued by TPSODL as per actual requirement.
- The overall period of the rate contract shall be for a period of 01 year and prices shall be firm till the validity of contract.
- The bids will be evaluated commercially on the overall BOQ (inclusive all) lowest cost.
- The unit price with GST in column no. 7, is landed price FOR TPSODL Berhampur Store.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- 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**

**Technical Specifications**  
**for**  
**Supply DD Fuse Unit (Without Barrel) & Fuse Barrel**

## **CONTENTS**

1. SCOPE:
2. APPLICABLE STANDARDS:-
3. CLIMATIC CONDITIONS OF THE INSTALLATION:-
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5. GENERAL CONSTRUCTIONS :
6. NAME PLATE & MARKING:-
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8. TYPE TEST CERTIFICATES:
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15. MINIMUM TESTING FACILITIES:
16. MANUFACTURING ACTIVITIES
17. SPARES, ACCESSORIES AND TOOLS
18. DRAWINGS AND DOCUMENTS
19. GUARANTEED TECHNICAL PARTICULARS
20. SCHEDULE OF DEVIATIONS

**1.0 SCOPE:** This specification covers technical requirements of design, manufacture, construction, performance, testing at manufacturer's works, packing, forwarding, supply and unloading of 11KV, 200 Amps Silicon Rubber DD Fuse at stores/site complete with all accessories for efficient and trouble free-operation. The specific requirements are covered in the enclosed technical data sheet.

**2.0 APPLICABLE STANDARDS:**

IS 9385 (Part-I) - 1979	Specification for high voltage fuse Part I- Current limiting fuse.
IS 9385 (Part-II) - 1980	Specification for high voltage fuse Part II- Expulsion and similar fuses
IS 9385 (Part-III) - 1980	Specification for high voltage fuse Part III- Application for high voltages fuses.
IS 3400 (Part 1)- 1987	Methods of test for vulcanized rubbers: Part-1: Tensile stress-strain properties (second version)
IS 3400 (Part 2)- 1987	Methods of test for vulcanized rubbers: Part 2: Rubber, Vulcanized or Thermoplastic- Determination of Hardness (Hardness between 10 IRHD and 100 IRHD)
IS 3400 (Part 9)- 1987	Methods of test for vulcanized rubbers: Part 9: Rubber, Vulcanized- Determination of Density IEC 60282- 1995 High-Voltage fuses Part-2 Expulsion fuses.
IS 2633-1986	Methods for testing uniformity of coating of zinc coated articles.
IS 1364-2002	Hexagon Head Bolts, Screw and Nuts of Product Grade A&B.
IEC 61109-2008	Insulator for over-head line- Composite suspension and tension insulators for a.c. systems with a nominal voltage greater than 1000V- Definitions, test methods and acceptance criteria
IEC 62217-2005	Polymeric insulator for indoor and outdoor use with a nominal >1000V- General definition, test method & acceptance criteria.
IEC 60587-2007	Electrical insulating materials used under severe ambient conditions- Test methods for evaluating resistance to tracking and erosion.
ASTM D624-2007	Standard Test Method for Tear strength of conventional vulcanized Rubber and Thermoplastic Elastomers
ASTM D412	Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
ASTM G154-06	Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
ASTM 2863/UL 94	Standard test method for measuring the minimum oxygen concentration support candle- like combustion of plastics (oxygen index)
ASTM 0495-2004	Standard test method for High voltage, Low current, Dry Arc Resistance of solid electrical Insulation
ASTM 0790-10	Standard Test method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical insulating materials
ASTM 0349-07	Standard Test methods for Laminated Round Rods Used for Electrical Insulation.
REC 53/1987	11kV drop out fuse cut outs.

**3.0 CLIMATIC CONDITIONS OF THE 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.

#### 4.0 GENERAL TECHNICAL REQUIREMENTS:

SI No	DESCRIPTION	REQUIREMENT
a)	Type of DD fuse	Expulsion, Class-2
b)	Rated Voltage	12 kV
c)	Service Voltage	11 kV
d)	Rated Frequency	50 Hz
e)	No. of Phases	3
f)	Current Rating	200 Amps
g)	Rated Breaking Capacity (minimum)	8 kA
h)	Switching Voltage	38 kV (max.)
i)	Minimum creepage distance	320 mm
j)	Rated lightning impulse withstand voltage to earth & between poles.	75 kV (Peak)
k)	Rated lightning impulse withstand voltage across the isolating distance	85 kV (Peak)
l)	Rated one minute power frequency- withstand voltage to earth & between poles.	28 kV (rms)
m)	Rated one minute power frequency- withstand voltage across the isolating distance.	32 kV (rms)
n)	Max. Permissible temperature rise at an ambient temp. not exceeding 40°	65 deg C
p)	Length of the fuse barrel	285+/- 2 mm
q)	Thickness of galvanization	86 microns

#### 5.0 GENERAL CONSTRUCTIONS:

The DD fuse unit shall be of single vent type (downward) having a front connected fuse carrier suitable for angle mounting. All ferrous metals parts, except those of stainless steel, shall be hot dip galvanized and the uniformity of the zinc coating shall satisfy the requirement of relevant standard. The parts shall be galvanized after machining as well. Nuts and bolts shall conform to the relevant standard. Spring washer shall also be hot dip galvanized.

##### 5.1 FUSE BASE

5.1.1 The fuse base shall be a bird-proof, single unit silicon rubber insulator with creepage distance (to earth) not less than 320 mm. The top and bottom assemblies as also the middle clamping hardware, shall be fitted suitably through riveting so as to provide a strong clamping arrangement in suitable position. For such components, the pull out strength should be such as to result in breaking of the insulator/FRP rod before pull out occurs in a test.

5.1.2 The FRP rod shall be manufactured from boron free, electricity corrosion resistance (ECR) grade glass fibre reinforced epoxy resin, having at least 70% fibre by weight. The rod should conform to the test specified in the specification.

5.1.3 The top and bottom current carrying parts shall be made of highly conductive copper alloy (99.9% pure) and the contact portion shall be silver plated for corrosion resistance and efficient current flow. The top contact shall have a socket cavity for latching and holding firmly the fuse carrier.

5.1.4 The top assembly shall be robust enough to absorb bulk of the forces during the fuse carrier closing and opening operations and shall not over stress the spring contact. It shall also prohibit accidental opening of the fuse carrier due to vibration impact.

5.1.5 The bottom assembly shall have hinge contacts made from highly conductive, anti-corrosive copper alloy and shall accommodate and make a firm contact with the fuse carrier bottom assembly. The fuse

carrier shall be prevented from slipping out of the self-locking hinges during all operating conditions and only when the fuse carrier has reached its fully open position can it be removed from the hinge support.

## 5.2 FUSE CARRIER

- 5.2.1 The fuse carrier shall be made of fibre glass coated with ultraviolet inhibitor on the other surface. The inside layer of fuse carrier shall be lined with special formulations for generation of arc quenching gases. The carrier shall have high bursting strength to sustain high pressure of the gases during the fault interruption.
- 5.2.2 The fuse carrier top contact shall have a solid replaceable cap made from highly conductive brass and the contact portion shall be silver plated to provide a low resistance current path from the fuse base top contact to the fuse link.
- 5.2.3 The installation and removal of the fuse carrier should be facilitated by inserting the operating rod into lifting eye at lower hinge end when the carrier is in dropped out position. An operating eye hook shall be provided at top of the fuse carrier to facilitate downward pull by the operating rod to release the latch incorporated in stationary upper contact.
- 5.2.4 The upper stationary contact assembly shall be provided with a safety latch and the hinge at lower stationary contact shall be so designed to prevent fuse carrier from dropping due to vibration.
- 5.2.5 The lower contact shall be capable of absorbing the shock when the fuse carrier is pushed into the closed position and shall not allow the fuse link to be damaged. (especially when link is of low ampere rating).
- 5.2.6 The lower contact shall keep the fuse link in the centre of the fuse carrier and keep it tensioned under all operating conditions.
- 5.2.7 The top metal button of the fuse carrier shall be designed such that this can accommodate the fuse link supporting washer of 19.1 mm outer diameter.

## 5.3 TERMINALS

The upper and lower terminal shall be provided in tin plated brass to provide low resistance current path. These shall be easily accessible irrespective of the location DO fuse with respect to the pole.

## 5.4 FUSE BARREL STICKERS

### 5.4.1 Properties of stickers

- They shall be non-fading and UV resistant colors so that there is no effect of sunlight.
- They shall be of good adhesive quality so that they do not peel off in outdoor conditions.
- The pigmentation shall be of fluorescent nature to allow visibility during night time.

### 5.4.2 Size and color of stickers:

The stickers shall be 50mm wide placed centrally with the length such as to cover the entire diameter of the barrel. The sticker color for various fuse current shall be as per following.

- |      |      |  |
|------|------|--|
| I.   | 2A-  | Yellow (equivalent to shade 309 of IS:5 or RAL 1003) |
| II.  | 5A-  | Red (equivalent to shade 537 of IS:5 or RAL 3001)    |
| III. | 8A-  | TPSODL blue (PANTON E2727C)                          |
| IV.  | 10A- | Green (equivalent to RAL6024)                        |
| V.   | 20A- | White (equivalent to RAL9003)                        |
| VI.  | 30A- | Pink (equivalent to shade 442 of IS:5 or RAL3015)    |

## 5.5 MOUNTING BRACKET GI

The DD fuse to be provided with 'L' type mounting bracket of 200\*200 mm size.

**6.0 NAME PLATE & MARKING:** - Nameplate showing all technical parameters shall be provided on all equipment. Name plate shall be embossed with "PO no. with date", "PROPERTY OF TPSODL BERHAMPUR", "CODE NUMBER", along with other technical parameters. The marking shall be made on fuse base, fuse carriers and fuse links as follows-

*Property of TPSODL – Not to be reproduced without permission of TPSODL*

- i) On fuse base:
  - a) Manufacturer's name.
  - b) Type designation
  - c) Class designation
  - d) Rated Voltage
  - e) Rated maximum current.

- ii) On fuse carrier:
  - a) Manufacturer's name.
  - b) Rated Voltage.
  - c) Rated maximum current.
  - d) Rated breaking current.
  - e) Rated frequency.

The name plate of each functional unit shall be legible during normal service. The removable parts, if any shall have a separate nameplate with the data relating to the functional units they belong to, but this nameplate need only be legible when the removable parts is in removed position.

## 7.0 TESTS:

All the Routine and acceptance tests shall be carried out in accordance with the relevant IS standards. All routine/acceptance tests shall be witnessed by the TPSODL/his authorized representative. All components should have been type tested as per relevant standards. All the Type Tests as per latest IS should have been carried out on the DO fuses.

Following Tests shall be necessarily conducted on the DO fuses further to those mentioned in the IS:

### 7.1 Type Test:

#### i) For complete assembly:

- a) Dielectric test (Rated impulse withstand & rated one minute power frequency with stand test voltages).
- b) Temperature rise test
- c) Mechanical test (For fuse base and fuse link)
- d) Breaking capacity test

#### ii) For Silicone Rubber Malarial:

- a) Chemical composition
- b) Oxygen index test
- c) Arc resistance test
- d) Recover of hydrophobicity test

### 7.2 Routine and Acceptance Test:

- i) Power frequency voltage dry test
- ii) Name plate marking dimension
- iii) Operation test

### 7.3 Special Test:

Special tests are made to check whether a type or particular design of fuse corresponds to the characteristics specified and behaves satisfactorily under special specified condition. They are made on samples to check the specified characteristics of all fuses of the same type. These tests shall be repeated only if the construction is changed in a way which might modify behavior. The special tests are following

- i) Thermal shock test
- ii) Power dissipation test

## 8.0 TYPE TEST CERTIFICATES:

The bidder shall furnish the type test certificates and result for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI / ERDA as per the relevant standards. Type test 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 or any/all type tests (including additional type tests, if any) not carried out, same shall be carried out without any cost implication to the TPSODL.

**9.0 PRE-DISPATCH INSPECTION:**

9.1) Equipment shall be subject to inspection by a duly authorized representative of the TPSODL. Inspection may be made at any stage of manufacture at the option of the TPSODL and the equipment if found unsatisfactory as to workmanship or material is liable to rejection. Bidder shall grant free access to the places of manufacture to TPSODL's representatives at all times when the work is in progress. Inspection by the TPSODL or its authorized representatives shall not relieve the bidder of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TPSODL.

Following documents shall be sent along with material

- i. Test reports
- ii. MDCC issued by TPSODL
- iii. Invoice in duplicate
- iv. Packing list
- v. Drawings & catalogue
- vi. Guarantee / Warrantee card
- vii. Delivery Challan
- viii. Other documents (as applicable)

9.2) In respect of raw material used for DO fuse, such as Fibre Rod, Silicon rubber, Fibre tubes, contact terminal, metal end fittings etc., bidder shall use materials manufactured/ supplied by standard manufacturers and furnish the manufacturers' test certificate as well as the proof of purchase from these manufacturers (excise gate pass) for information of the TPSODL. The bidder shall furnish following documents along with their offer in respect of the raw materials:

- a) Invoice of bidder,
- b) Mill's certificate
- c) Packing List
- d) Bill of landing
- e) Bill of entry certificate by custom

9.3) To ensure the quality of DO fuse, TPSODL 's representative shall be allowed to conduct inspection (if required), as per the following:

9.3.1 Design Test: During the manufacturing & design stages, following shall be conducted, if desired by the TPSODL. They shall be repeated whenever the design or the material of the core/FRP rod of the insulator is changed / modified by the manufacturer.

9.3.2.1 Test on interfaces & connections of metal fittings

- a) Dry power frequency voltage test.
- b) Pre stressing
  - i) sudden mechanical load release test
  - ii) Thermal mechanical load release test
  - iii) Water immersion test
- c) Verification test
  - i) Visual Examination test
  - ii) Steep front impulse voltage test
  - iii) Dry power frequency test

9.3.2.2 Tests on Shed & housing material fin

- a) Hardness test
- b) Accelerated weathering test
- c) Tracking & erosion test
- d) Flammability test

9.3.2.3 Tests on core material

- a) Dye penetration test
- b) Water diffusion test



#### 9.3.2.4 Assembled core load-time test

- a) Determination of the average failing load of the core of the assembled insulator
- b) Control of the slope of the strength-time curve of the insulator.

9.3.3 Final Test: At finished stage when DO fuses are fully assembled these shall be tested according to the clause no. 7.0 of the specification.

#### 10.0 INSPECTION AFTER RECEIPT AT STORES:

The material received at TPSODL store will be inspected for acceptance and shall be liable for rejection, if found different from the reports of the pre-dispatch inspection and one copy of the report shall be sent to Project Engineering department.

#### 11.0 GUARANTEE:

Supplier 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 12 months from the date of commissioning or 18 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 of 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 or repair the box within forty-five days of date of intimation with a roll over guarantee.

The outage period i.e. period from the date of failure till unit is repaired or replaced shall not be counted for arriving at the guarantee period.

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.

#### 12.0 PACKING:

The 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.

#### 13.0 TENDER SAMPLE:

The bidder shall supply a sample of material at the time of offer submission at TPSODL Engineering Dept, Berhampur, Odisha.

#### 14.0 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.

#### 15.0 MINIMUM TESTING FACILITIES:

As per Indian/ International standards.

#### 16.0 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 within 15 days from the release of the order.

**17.0 SPARES, ACCESSORIES AND TOOLS:**

The bidder shall submit a recommended list of commissioning spares along with item wise price.

**18.0 Drawings and Documents:**

Following drawings & Documents shall be prepared based on TPSODL specifications and statutory requirements and shall be submitted with the bid:

- a) Completely filled-in GTP.
- b) General arrangement drawing for DD fuse unit.
- c) General description of equipment and all components including brochures.
- d) Bill of material.
- e) Experience List
- f) Type test certificates

Sr. No.	Description	For Approval	For Review Information	Final Submission
1	Technical Parameters	√		√
2	GA Drawing	√		√
3	Installation Instruction		√	√
4	Instruction for Use		√	√
5	Mounting and fixing drawing.	√	√	√
6	QA & QC Plan	√	√	√
7	Test Certificates	√	√	√

All the documents & drawings shall be in English language. After receipt of the order, the successful bidder shall be required to furnish soft copies of all relevant drawings and GTP for TPSODL approval.

#### 19.0 GUARANTEED TECHNICAL PARTICULARS

SI No	DESCRIPTION	REQUIREMENT	As Furnished by the Bidder
a)	Type of DD fuse		
b)	Rated Voltage	kV	
c)	Service Voltage	kV	
d)	Rated Frequency	Hz	
e)	No. of Phases		
f)	Current Rating	Amps	
g)	Rated Breaking Capacity	kA	
h)	Switching Voltage	kV(max)	
i)	Rated one minute power frequency-withstand voltage to earth & between poles.	kV (rms)	
j)	Rated one minute power frequency-withstand voltage across the isolating distance	kV (rms)	
k)	Rated lightning impulse withstand voltage to earth & between pole.	kV (Peak)	
l)	Rated lightning impulse withstand voltage across the isolating distance.	kV(Peak)	
m)	Diameter of the Solid FRP rod used for insulator	mm	
n)	Overall height of the Insulator (including end termination)	mm	
o)	Diameter of fuse barrel/carrier/FRP tube for fuse. link	mm	
p)	Max. Permissible temperature rise at an ambient temp. not exceeding 40°	°C	
q)	Minimum creepage distance	mm	
r)	Thickness of galvanization	micron	
s)	All ferrous parts shall be GI		
t)	Type test certificate	Yes/No	
u)	Mounting Bracket GI 'L' shaped of 200* 200 mm with two bolts.		

**20.0 SCHEDULES OF DEVIATIONS:**

The Bidders shall set out all deviations from this specification, Clause by Clause in this schedule. Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the purchaser's specifications.

**(TO BE ENCLOSED WITH THE BID)**

All deviations from this specification shall be set out by the Bidders, clause by Clause in this schedule. Unless specifically mentioned in this Schedule, the tender shall be deemed to confirm the Purchaser's specifications:

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

We confirm that there are no deviations apart from those detailed above.

Seal of the Company:

Signature: Designation:



### **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:**

<b>S. No.</b>	<b>Clause No.</b>	<b>Tender Clause Details</b>	<b>Details of deviation with justifications</b>

***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.)*

<b>S. No.</b>	<b>Particulars</b>	<b>Remarks</b>
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 Excise Duty	Yes / No (If Yes, indicate % rate)
1d.	Sales tax applicable at concessional rate	Yes / No (If Yes, indicate % rate)
1e.	Octroi payable extra	Yes / No (If Yes, indicate % rate)
1f.	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 technical 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.)

**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 RFQ	
3	Company profile/ organogram	
4	Signed copy of this RFQ 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	



NIT No.: TPSODL/OT/2021-22/050

**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 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**



<b>TPSODL</b>	<b>TP SOUTHERN ODISHA DISTRIBUTION LIMITED</b>	
	<b>WORK INSTRUCTION /OPERATING GUIDELINES</b>	
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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](http://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 at least 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](http://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](http://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**

<b>Your Name</b>	
<b>Your Designation</b>	
<b>Your Organization</b>	
<b>Contact Nos.</b>	
<b>Email</b>	

*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)*

**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)						

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						

	to your other clients in terms of <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPSODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPSODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> 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, altitudes that you

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

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**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>			
<b>VENDOR:</b>			
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
	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	:
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b>		
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>		
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b>		
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b>		
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b>		
<b>7.0</b>	<b>CREDIT LIMIT</b>		
<b>8.0</b>	<b>TECHNICAL</b>		
	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 /	:

		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	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	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	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	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	:
<b>11.0</b>		<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>	:
<b>12.0</b>		<b>SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS</b>	:
<b>13.0</b>		<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>	:
<b>14.0</b>		<b>POWER SITUATION</b>	:
<b>15.0</b>		<b>LABOUR SITUATION</b>	:
<b>16.0 *</b>		<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	
<b>17.0</b>		<b>ORGANIZATIONAL DETAILS</b> 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	:
<b>18.0</b>		<b>DOCUMENTS TO BE ENCLOSED:</b>	

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	<ol style="list-style-type: none"> <li>1. FACTORY LICENSE</li> <li>2. ANNUAL REPORT FOR LAST THREE YEARS</li> <li>3. TYPE TEST REPORT FOR THE ITEM</li> <li>4. PAST EXPERIENCE REPORTS</li> <li>5. ISO CERTIFICATE –QMS, EMS, OHAS, SA</li> <li>6. REGISTRATION OF SALES TAX</li> <li>7. COPY OF TIN NO.</li> <li>8. COPY OF SERVICE TAX NO.</li> <li>9. REGISTRATION OF CENTRAL EXCISE</li> <li>10. COPY OF INCOME TAX CLEARANCE.</li> <li>11. COPY OF PF REGISTRATION</li> <li>12. COPY OF ESI REGISTRATION</li> <li>13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO</li> <li>14. COPY OF ELECTRICAL CONTRACT LIC NO</li> <li>15. COPY OF PAN NO</li> <li>16. COPY OF WC TAX REGISTRATION</li> <li>17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0</li> <li>18. GSTN CERTIFICATE</li> </ol>	
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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

