

Reply for Pre bid Queries

Tender No		TPSODL/OT/2023-24/059		
Package Name		Rate Contract for Whatsapp Business API Solution for TPSODL		
Sr. No.	Detailed Reference to TPSODL Technical Document. Please specify Document No / Clause No / Page No	Description as per Bid Document	Remarks - Query / Clarification	TPSODL Response
1	2	3	4	5
	TPSODL_OT_2023_24_059/Clause No 1.7.2/Page No 6	The bidder should have a valid registration with TRAI as a telemarketer or should be a telemarketer as per procedure established by TRAI. The bidder should have tie-up with at least two telecom operators functional in India (Not required for Telecom operators).	We abide by all terms and procedure with TRAI as telemarketer. Request you to provide exemption for given clause.	As per tender
	TPSODL_OT_2023_24_059/Clause No 1.7.5/Page No 7	Bidder should be certified for the following (Certificates of equivalent to be provided) ISO/IES 27017:2015 ISO/IEC 27001:2013 ISO 9001:2015	We have security certificate like ISO 9001, ISO 27001, CMMI L5 and following all the security standards. Request you to provide exemption for ISO/IES 27017:2015	As per tender
	NA	General Query	We assume that source code/IP remain with the bidder	Yes and will be transferred to TPSODL after completion of the contract
	NA	General Query	How many total active users? Average Daily, monthly, peak?	Daily around 10K
	NA	General Query	How many total active users on Website? Average Daily, monthly, peak active users?	NR
	NA	General Query	Please share the expected chatbot chat messages. Average Daily, Monthly, peak?	Daily around 40K
	NA	General Query	How many total active users on Mobile app, if any? Average Daily, monthly, peak active users?	Daily around 10K
	NA	General Query	How much is the current call volume, if any? Average Daily, monthly, peak?	NR
	NA	General Query	Please share the expected Whatsappbot chat messages. Average Daily, Monthly, peak, for the following type of Whatsapp messages. Marketing Authentication Services Utility	Daily around 10K

	ANNEXURE-II SCOPE OF WORK AND SERVICE LEVEL AGREEMENT Scope Of Work Page 18.	The selected bidder shall provide a platform which can broadcast messages through WhatsApp as per requirements of TPSODL. The proposed Platform shall have provision to reach out to defined users with relevant & contextual messages through WhatsApp messages	Bifurcation between utility, service & marketing messages is needed. Request TPSODL to consider & comment.	All are customer service related messages related to customers billing, collection, complaint and safety related messages
	ANNEXURE-II SCOPE OF WORK AND SERVICE LEVEL AGREEMENT WhatsApp Business API Point (b) Page 18.	Providing console to monitor the traffic on WhatsApp service and to send messages in bulk as well.	Voice Messages are not supported by Meta in Whatsapp API. Request TPSODL to consider & comment.	Not required
	ANNEXURE-II SCOPE OF WORK AND SERVICE LEVEL AGREEMENT WhatsApp Business API Point (f) Page 18.	Messaging framework must be capable of sending messages in various media formats like image, pdf, video, emojis etc. as allowed by WhatsApp.	Kindly share the details on what will be the path of source file (image, pdf, video).	We will consume the API shared by vender . So we will share the path
	ANNEXURE-II SCOPE OF WORK AND SERVICE LEVEL AGREEMENT WhatsApp Business API Point (f) Page 18.	Messaging framework must be capable of sending messages in various media formats like image, pdf, video, emojis etc. as allowed by WhatsApp.	How this files will be exposed to Meta as Meta supports only openly hosted files. Please advise	The pdfs are not stored anywhere . Files are generated on real-time and given on response
	ANNEXURE-II SCOPE OF WORK AND SERVICE LEVEL AGREEMENT WhatsApp Business API Point (n) Page 20.	The WhatsApp Conversation manager should be scalable to handle 5,000 concurrent conversation requests at a time.	Kindly Note that Meta only provides max.1000 MPS (Messages per Second) else multiple WABA numbers to be provisioned to achieve the same. Request TPSODL to suggest	It will be accommodated within the limit
	ANNEXURE-II SCOPE OF WORK AND SERVICE LEVEL AGREEMENT WhatsApp Business API Point (n) Page 20.	The WhatsApp Conversation manager should be scalable to handle 5,000 concurrent conversation requests at a time.	Kindly share the Operational Window and volume during any specific peak hour.	Max 40k
	TPSODL/OT/2023-24/059/Annexure II/- Scope of Work/ Clause #1-f / Page#18	Messaging framework must be capable of sending messages in various media formats like image, pdf, video, emojis etc. as allowed by WhatsApp.	Kindly share the details on what will be the path of source file (image, pdf, video). How these files will be exposed to Meta as Meta supports only openly hosted files	The pdfs are not stored anywhere . Files are generated on real-time and given on response

	TPSODL/OT/2023-24/059/Annexure II/- Scope of Work/ Clause #1-d/ Page#18	Set up verified WhatsApp Business accounts of TPSODL and other projects/ departments of TPSODL.	Whether such Whatsapp accounts will be on same Display Number with an option to reach out to various projects of TPSODL or Will every Projects / Deptt shave a separate WABA account and Display number?	Same
	TPSODL/OT/2023-24/059/Annexure II/- 2.1 WhatsApp Push message campaign manager/ Clause #2.1-a/ Page#19	Provide web interface to employees of TPSODL for sending WhatsApp notifications/messages to TPSODL consumers/employees .	How many concurrent access are required on the Web Panel. Is there a requirement of Live Chat with end consumers by Tata Power Agent ?	Portal access minm 5
	TPSODL/OT/2023-24/059/Annexure II/- Clause #2.2 -a to m. WhatsApp Conversation manager (Chatbot)/ Page#19	WhatsApp Conversation manager (Chatbot) - Clauses " a to m "	Detailed Decision Tree flows are needed along with sample API responses, API end points and all touch points in BOT flows wherever API integration is required. These points are to be discussed mutually with Tata Power Tech team to design the Whatapp Chat BOT messaging platform.	Yes
	TPSODL/OT/2023-24/059/Annexure II/- WhatsApp Conversation manager (Chatbot) Clause #2.2 -n. (Chatbot)/ Page#19	The WhatsApp Conversation manager should be scalable to handle 5,000 concurrent conversation requests at a time.	Meta only provides max.1000 MPS (Messages per Second) else multiple WABA numbers to be provisioned to achieve the same	OK
	TPSODL/OT/2023-24/059/Annexure III/- Encryption & Security/ Page#22	Bidder should comply with all the guidelines related to Geographical location of data, encryption, decryption, interception, confidentiality of data, keywords issued by Govt. of India/Govt. of Odisha and other regulatory authorities from time to time through their website/media/notification in public at no additional cost to the purchaser.	The services will be offered as per Meta Cloud API guidelines. Ensuring adherence to any regulatory authority guidelines would need to flow from Meta to its Partners like us. Please suggest	OK
	TPSODL/OT/2023-24/059/Annexure II/- SLA/ Page#23	Level of availability calculated on monthly basis	Tata Power to exclude the scenarios where Meta services itself are not available . The applicability of this clause should be limited to availability of BSP Platform.	OK
	RFP - 6	1.5 Deviation from Tender Normally, the deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.	Deviations shall be taken by Associate only in case any clause of the RFP is not complied as per the Associate's Offerings. Request TPSODL to consider the same while evaluating	OK
	RFP - 9	e) No Deviation Certificate as per the Annexure III — Schedule of Deviations	Deviations shall be taken by Associate only in case any clause of the RFP is not complied as per the Associate's Offerings. Request TPSODL to consider the same while evaluating	OK

	RFP - 9	f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV — Schedule of Commercial Specifications.	We cannot comply to price being firm/variation as the pricing is as per Meta policy; Payment terms to be monthly and not quarterly; any changes in the taxation structure will be applicable from the date implemented by Government. Liquidated damages query raised as a separate point, please ref point 24 to 28 in this sheet	Variations in Meta pricing will be considered
	GCC - 6	GCC - 4.0 Scope of Work 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.	Associate will proceed with revised SOW only on the receipt of revised contract from TPSODL with mutually agreed rates and timelines, till such time no penalties are applicable and the whatsapp usage vide monthly bills need to be paid within mutually agreed timelines.	
	GCC - 7	4.1 Indemnity Associates shall undertake to fully indemnify TPSODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPSODL, arising due to reasons attributable to any, act, omission of the Associate the Associates, for the entire period of contract including period of guarantee.	This provision is not applicable for the kind of services provided hereunder. Please suggest / advise	
	GCC - 8	Within 7 days of award of work, the Associates shall submit Indemnity Bond in the format as per Annexure-D to Order Issuing Authority.	This provision is not applicable for the kind of services provided hereunder. Please suggest	
	GCC - 11	5.1 Changes in Statutory Tax Structure 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.	In case of any Upward change in the Statutory Tax Structure TPSODL to pay the same from effective date to the contractor. Hope the undersatnding is fine ?	
		13.0 LIQUIDATED DAMAGES		
		a) For Services which are of standalone use, multiple in quantities and having a single final completion schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPSODL, as described below:		

		<p>For delay of each week and part thereof from the completion schedule specified in the contract, 1% of contract value corresponding to unexecuted work, provided full execution is done within 130% of the original contract time. If full contractual service/work rendered is not completed within 130% of contract time for execution, TPSODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.</p>	<p>Associate Shall deliver the services within stipulated time subject to Mandatory Regulatory / Statutory permission.</p>
	GCC - 19	<p>b) For services having phased completion schedule(milestone) 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:</p>	<p>Any delay due to circumstances not in control of Associate, delay due to permission(s), Natural Disasters shall not be considered for penalty.</p>
		<p>For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, 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.</p>	<p>In Case any additional time required, Associate shall request TPSODL in writing. Penalty shall not be applicable in such circumstances</p>
		<p>17.0 INTELLECTUAL PROPERTY RIGHTS</p>	
	GCC - 22	<p>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.</p>	<p>This clause is applicable to both the</p>

	GCC - 22	<p>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 proceedings, 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.</p>	parties
		<p>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 by any court judgement. In this connection, the TPSODL shall pass on all claims made against him to the Associate for settlement.</p>	
	GCC - 22	<p>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 SubAssociate 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.</p>	This provision is not applicable for the kind of services provided hereunder.
		<p>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.</p>	

		<p>19.0 LIABILITY & LIMITATIONS</p> <p>19.1 Liability</p> <p>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.</p>	
	GCC - 23	<p>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.</p>	Please note that this provision limits the aggregate liability of the Contractor to 100% of the Contract Value
		<p>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.</p>	
		<p>19.2 Limitation of Liability</p> <p>The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.</p>	
		<p>20.0 FORCE MAJEURE</p> <p>Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.</p>	
		<p>"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:</p>	
		<p>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.</p>	
		<p>Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.</p>	
	GCC - 23	<p>Note: Causes like power breakdown/ shortages/fire/strikes, accidents etc. do not fall under Force Majeure.</p>	It is requested to change the definition of force majeure to be inclusive and not exclusive, so that events outside the

	<p>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.</p>	<p>control of humans can be incorporated with time such as a pandemic situation.</p>	
	<p>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.</p>		
	<p>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.</p>		
	<p>Neither party can claim any compensation from the other party on account of Force Majeure. 21.0 SUSPENSION OF CONTRACT</p>		
	<p>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</p>		<p>No change, tender terms and conditions shall prevail.</p>
	<p>contract completion period less than sixty days and at least seven business day notice for all other contracts.</p>		
	<p>Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.</p>		
	<p><input type="checkbox"/> Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts</p>		
	<p><input type="checkbox"/> Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract</p>		
	<p><input type="checkbox"/> 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.</p>		
	<p><input type="checkbox"/> 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.</p>		
	<p><input type="checkbox"/> Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice</p>	<p>(i) right to terminate shall be available to both the Parties; (ii) Prior to such termination thirty (30) days notice shall be provided to the other Party; (iii) In case the Client chooses to terminate the arrangement without</p>	

		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.	cause and / or for its convenience, the Client shall be liable to Lock-in-Period and Exit Charges; (iv) The Client shall not withhold / deduct / set-off any payment due to be paid to the Contractor.
		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 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 24.3) 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.	
	GCC - 25	22.0 TERMINATION OF CONTRACTS 22.1 Termination for Default/Breach of Contract	(i) right to terminate on the grounds of default shall be available to both the Parties; (ii) Prior to such termination thirty (30) days notice shall be provided to the other Party;
	GCC - 26	In case the contract is terminated for any breach of the nature specified in clause 24 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.	Shall be applicable to both TPSODL & Associate

	GCC - 26	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.	This clause is Not Agreeable, since Associate shall run into financial losses due to such unilateral termination from TPSODL. Decision should be taken with mutual consent. In case TPSODL decides to terminate the contrat unilaterally, Exit payments shall be duly accompanied with the contract termination notice. Exit payments is the payment for the remaining part of the contract to be paid by TPSODL to Associate in whole in advance to such termination effect
	GCC - 26	In the event of TPSODL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:	Shall be post due validation of facts & basis mutual consensus
	GCC - 26	a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.	Shall be post due validation of facts & basis mutual consensus
	GCC - 26	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.	Shall be post due validation of facts & basis mutual consensus
	GCC - 26	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.	Shall be post due validation of facts & basis mutual consensus
	GCC - 27	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.	Shall be post due validation of facts & basis mutual consensus
	GCC - 27	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.	1. TPSODL to intimate Associate about the issue well in advance by giving sufficient time (as mutually agreed basis the issue occurred). 2. Validation needs to be done jointly, whether the Issue occurring is due to the fault of Associate or TPSODL. 3. In case it is identified that the issue related to fault in services & the Associate gives it in writing that the issue cannot be resolved, in that case TPSODL can invoke the BG.
		In case of termination of the contract the parties agree to be governed inter alia by the following:	

		<p>a. In case TPSODL exercises its right of termination as stated above the associate shall not dispute or object to the same.</p>	
		<p>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.</p>	
		<p>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.</p>	
	GCC - 27	<p>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.</p>	<p>1. TPSODL to intimate Associate about the issue well in advance by giving sufficient time (as mutually agreed basis the issue occurred). 2. Validation needs to be done jointly, whether the Issue occurring is due to the fault of Associate or TPSODL. 3. In case it is identified that the issue related to fault in services & the Associate gives it in writing that the issue cannot be resolved, in that case TPSODL can invoke the BG.</p>
		<p>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.</p>	
		<p>22.2 Termination for convenience of Associate</p>	
		<p>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. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPSODL, Associate will have to pay TPSODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.</p>	

	gcc - 28	<p>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.</p>	<p>(i) right to terminate shall be available to both the Parties; (ii) Prior to such termination thirty (30) days notice shall be provided to the other Party; (iii) In case the Client chooses to terminate the arrangement without cause and / or for its convenience, the Client shall be liable to Lock-in-Period and Exit Charges; (iv) The Client shall not withhold / deduct / set-off any payment due to be paid to the Contractor.</p>
	GCC - 28	<p>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.</p>	<p>Arbitrator shall be appointed with mutual consent</p>
	GCC - 28	<p>25.0 ATTRIBUTES OF GCC 25.1 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.</p>	<p>Not agreeable. Need to discuss.</p>
	GCC - 28	<p>26.0 INSURANCE The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.</p>	<p>Not Applicable to the scope of work</p>

TPSODL_OT_2023_24_059 / Clause #2 / Page #8	The bids will be evaluated commercially on the overall all-inclusive lowest cost for the complete tender BOQ as calculated in Schedule of Items [Annexure I in tender document].	<p>The Scope of work shared by Tata Power requires Chat BOT flows to be created hence every such Chat BOT flows necessitate a Development effort with some associated cost.</p> <p>The Commercial template shared by Tata Power in the RFP requires us to submit the bid only under a single head i.e. HSM Messages.</p> <p>As this is a existing service by current vendor hence there will be no additional Development cost for them because all BOT flows are already developed by them i.e. the Existing vendor. However for any new vendor the chat Bot development would be a additional cost item and new vendor will have to provision for the same in their Bid. This will inflate the Bid of new vendor and there will be no scope left to new vendor to optimise the cost because of this Chat Bot development cost.</p> <p>We request Tata Power to consider this point and suggest to consider modifying the commercial Bid</p>	As per tender
TPSODL_OT_2023_24_059 / Clause #2.1 / Page #8	2.1 Price Variation Clause: The prices as finalized shall remain firm during the entire contract period.	The Service offering of Whatsapp is dependent on Tariff guidelines by Meta hence Tata power need to consider the same and suggest. In case of any hikes in Whatsapp message tariffs by Meta we require a provision in Tender to increase the tarriffs in same proportion as per Meta directives.	Meta price variations will be considered
TPSODL_OT_2023_24_059 / Clause #13 / Page #16	13.0 All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.	The proposed services are Cloud API based with on-line/Remote support. Hence this clause is not relevant for the services being procured. We request Tata Power to consider the same.	As per tender

	TPSODL_OT_2023_24_059 / Clause #13 / Page #16	14.0 All jobs in this tender have to be executed strictly in compliance to the Safety terms and Conditions of TP Southern Odisha Distribution Limited. Please refer attached Safety terms and conditions, Annexure-X, for details. Violation of Safety norms will result in Penalty as mentioned in the above document	The proposed services are Cloud API based with no On-premises support & includes only on-line/Remote support. Hence this clause is not relevant for the services being procured. We request Tata Power to consider the same.	As per tender
	TPSODL_OT_2023_24_059 / Annexure 1 - Schedule of Items/ Clause #1 / Page #17	HSM (Business initiated template message) Outgoing Approved template (HSM) Messaging charges inclusive of WhatsApp & Platform charge	Earlier Meta had two categories – HSM Business Initiated and HSM User Initiated. But effective 1st June 23 Meta has bifurcated HSM Business initiated in 2 sub-categories – [a] Marketing [b] Utility - with separate tariffs for each sub category. We request Tata Power to consider the same and make necessary amendments in the Schedule of Items. Further Quantity breakup between Marketing & Utility is needed.	OK
	page no.: 9_1 Bid Submission_ SECOND PART: "TECHNICAL BID"	Technical literature/GTP/Type test report etc. (if applicable)	applicable for this tender or not	No
	page no.: 9_1 Bid Submission_ SECOND PART: "TECHNICAL BID"	Qualified manpower (if available)	applicable for this tender or not	No
	page no.: 9_1 Bid Submission_ SECOND PART: "TECHNICAL BID"	Testing facilities (if applicable)	applicable for this tender or not	Yes
	page no.: 9_1 Bid Submission_ SECOND PART: "TECHNICAL BID"	Quality Assurance Plan/Inspection Test Plan for supply items (if applicable)	applicable for this tender or not	Yes
	General	Documents hardcopy submission If any	Need Clarity	Not required
	Page no.: 7_ Qualification criteria	Bidder should be certified for the following (Certificates of equivalent to be provided) ISO/IES 27017:2015 ISO/IEC 27001:2013 ISO 9001:2015	We are certified for the ISO/IEC 27001:2013 and ISO 9001:2015 so we hope that would be sufficient for the tender eligibility	All certifications are required

	Page no.: 7 _ Qualification criteria	The bidder should have a valid registration with TRAI as a telemarketer or should be a telemarketer as per procedure b. Valid documents supporting their eligibility criteria like certificate of commencement of Business,	Supporting document - need clarity	Certification document
	Page no.: 26 Annexure V- Checklist	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	Need Clarity	Yes
	Page no.: 26 Annexure V- Checklist	List of Machine/tools with updated calibration certificates if applicable	Need Clarity	Software and any other tools used for development are to be licensed.
	Page no.: 26 Annexure V- Checklist	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	applicable for this tender or not	No
	TPSODL_OT_2023_24_0 59/Clause No 2/Page No 1	<p>Earnest Money Deposit (EMD)</p> <p>EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.</p>	<p>We are a startup approved by Department of Industrial Policy and Promotion (DIPP) having number DIPP2457, our Udyam Registration Number - UDHYAM-KR-02-0009903 and Udyog Aadhaar Memorandum Number - KR03E0033365, and have been receiving exemptions in the mentioned fees. Request you to consider giving exemption.</p>	Exemption is applicable only for Odisha State MSME

<p>TPSODL_OT_2023_24_059/Clause No 1.7.1/Page No 6</p>	<p>The bidder should have average annual turnover of Rs. 10.00 Crores in any of the three financial years from FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-23</p>	<p>we are an approved startup by Department of Industrial Policy and Promotion (DIPP) having number DIPP2457, our Udyam Registration Number - UDHYAM-KR-02-0009903 and Udyog Aadhaar Memorandum Number - KR03E0033365. We request you to allow exemption from the turnover clause.</p> <p>Please refer #5 mentioned in the Press release (https://pib.gov.in/newsite/PrintRelease.aspx?relid=174894) dated 27-December-2017 stating that the startups are exempted by prior experience.</p> <p>Appended are the policy mentioned:</p> <ul style="list-style-type: none"> -Relaxed Norms of Public Procurement for Startups. -Relaxed norms for public procurement for micro, small and other enterprises have been provisioned in the Procurement Policy by the Ministry of Micro, Small and Medium Enterprise. -All Central Ministries / Departments /Department of Public Enterprises/ Central Public Sector Undertakings have been authorised to relax conditions of prior experience and 	<p>No change, tender terms and conditions shall prevail.</p>
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	TPSODL_OT_2023_24_059/Clause No 1.7.3/Page No 6	Bidder must have successfully completed/ in operation minimum five (5) projects of WhatsApp messaging service using WhatsApp Business API for any of the applications of Govt./PSU/Large enterprise preferably in Utility sector/Banking sector within India during last 2 Years as on 31.10.2023	<p>We are an approved startup by Department of Industrial Policy and Promotion (DIPP) having number DIPP2457, our Udyam Registration Number - UDHYAM-KR-02-0009903 and Udyog Aadhaar Memorandum Number - KR03E0033365. We request you to allow exemption from the turnover clause.</p> <p>Please refer #5 mentioned in the Press release (https://pib.gov.in/newsite/PrintRelease.aspx?relid=174894) dated 27-December-2017 stating that the startups are exempted by prior experience.</p> <p>Appended are the policy mentioned: -Relaxed Norms of Public Procurement for Startups. -Relaxed norms for public procurement for micro, small and other enterprises have been provisioned in the Procurement Policy by the Ministry of Micro, Small and Medium Enterprise. -All Central Ministries / Departments /Department of Public Enterprises/ Central Public Sector Undertakings have been authorised to relax</p>	No change, tender terms and conditions shall prevail.
		EMD	We request you to please give exemption on EMD for PAN India MSME as per the government guidelines.	Exemption is applicable only for Odisha State MSME
	GCC - 6	GCC - 4.0 Scope of Work 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.	Any changes to SOW will require the associate to do feasibility check and basis which TPSODL and the associate can mutually agree on the revised SOW, contract price & timelines, trust this is agreeable to TPSODL	

	GCC - 6	GCC - 4.0 Scope of Work 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.	Associate will proceed with revised SOW only on the receipt of revised contract from TPSODL with mutually agreed rates and timelines, till such time no penalties are applicable and the whatsapp usage vide monthly bills need to be paid within mutually agreed timelines.
	GCC - 7	4.1 Indemnity Associates shall undertake to fully indemnify TPSODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPSODL, arising due to reasons attributable to any, act, omission of the Associate the Associates, for the entire period of contract including period of guarantee.	This provision is not applicable for the kind of services provided hereunder. Please suggest / advise
	GCC - 8	Within 7 days of award of work, the Associates shall submit Indemnity Bond in the format as per Annexure-D to Order Issuing Authority.	This provision is not applicable for the kind of services provided hereunder. Please suggest
	GCC - 11	5.1 Changes in Statutory Tax Structure 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.	In case of any Upward change in the Statutory Tax Structure TPSODL to pay the same from effective date to the contractor. Hope the undersatnding is fine ?
	GCC - 19	13.0 LIQUIDATED DAMAGES	Associate Shall deliver the services within stipulated time subject to Mandatory Regulatory / Statutory permission. Any delay due to circumstances not in control of Associate, delay due to permission(s), Natural Disasters shall not be considered for penalty
		a) For Services which are of standalone use, multiple in quantities and having a single final completion 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 completion schedule specified in the contract, 1% of contract value corresponding to unexecuted work, provided full execution is done within 130% of the original contract time. If full contractual service/work rendered is not completed within 130% of contract time for execution, 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 services having phased completion schedule(milestone) 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:	

		<p>For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, 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.</p>	<p>not be considered for penalty. In Case any additional time required, Associate shall request TPSODL in writing. Penalty shall not be applicable in such circumstances</p>
	GCC - 22	<p>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.</p>	<p>This clause is applicable to both the parties</p>
		<p>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 proceedings, 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.</p>	
		<p>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 by any court judgement. In this connection, the TPSODL shall pass on all claims made against him to the Associate for settlement.</p>	

	GCC - 22	<p>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 SubAssociate 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.</p>	This provision is not applicable for the kind of services provided hereunder.
		<p>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.</p>	
		<p>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.</p>	
	GCC - 23	<p>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.</p>	Please note that this provision limits the aggregate liability of the Contractor to 100% of the Contract Value
		<p>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.</p>	
		19.2 Limitation of Liability	

		The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.	
	GCC - 23	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.	It is requested to change the definition of force majeure to be inclusive and not exclusive, so that events outside the control of humans can be incorporated with time such as a pandemic situation.
		"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.	
		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	

No change tender terms and

		<p>21.1 Suspension for Convenience</p> <p>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</p>	
		<p>contract completion period less than sixty days and at least seven business day notice for all other contracts.</p>	
		<p>Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.</p>	
		<p><input type="checkbox"/> Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts</p>	
		<p><input type="checkbox"/> Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract</p>	
		<p><input type="checkbox"/> 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.</p>	
		<p><input type="checkbox"/> 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.</p>	
		<p><input type="checkbox"/> Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice</p>	
	GCC - 24	<p>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.</p>	
		<p>21.2 Suspension for Breach of Contract conditions</p>	
		<p>TPSODL shall suspend execution of whole/or part thereof of the contract till such time Associate complies with the conditions stipulated under section clause 22 for breach/default of contract conditions.</p>	
		<p>21.3 Compensation in lieu of Suspension</p>	
		<p>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.</p>	

no change, tender terms and conditions shall prevail.

(i) right to terminate shall be available to both the Parties;
(ii) Prior to such termination thirty (30) days notice shall be provided to the other Party;
(iii) In case the Client chooses to terminate the arrangement without cause and / or for its convenience, the Client shall be liable to Lock-in-Period and Exit Charges;
(iv) The Client shall not withhold / deduct / set-off any payment due to be paid to the Contractor.

		If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 24.3) 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.	
	GCC - 25	22.0 TERMINATION OF CONTRACTS 22.1 Termination for Default/Breach of Contract	(i) right to terminate on the grounds of default shall be available to both the Parties; (ii) Prior to such termination thirty (30) days notice shall be provided to the other Party;
	GCC - 26	In case the contract is terminated for any breach of the nature specified in clause 24 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.	Shall be applicable to both TPSODL & Associate
	GCC - 26	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.	This clause is Not Agreeable, since Associate shall run into financial losses due to such unilateral termination from TPSODL. Decision should be taken with mutual consent. In case TPSODL decides to terminate the contrat unilaterally, Exit payments shall be duly accompanied with the contract termination notice. Exit payments is the payment for the remaining part of the contract to be paid by TPSODL to Associate in whole in advance to such termination effect
	GCC - 26	In the event of TPSODL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:	Shall be post due validation of facts & basis mutual consensus
	GCC - 26	a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.	Shall be post due validation of facts & basis mutual consensus
	GCC - 26	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.	Shall be post due validation of facts & basis mutual consensus

	GCC - 26	<p>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.</p>	Shall be post due validation of facts & basis mutual consensus
	GCC - 27	<p>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.</p>	Shall be post due validation of facts & basis mutual consensus
	GCC - 27	<p>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.</p>	<p>1. TPSODL to intimate Associate about the issue well in advance by giving sufficient time (as mutually agreed basis the issue occurred). 2. Validation needs to be done jointly, whether the Issue occurring is due to the fault of Associate or TPSODL. 3. In case it is identified that the issue related to fault in services & the Associate gives it in writing that the issue cannot be resolved, in that case TPSODL can invoke the BG.</p>
	GCC - 27	<p>In case of termination of the contract the parties agree to be governed inter alia by the following:</p>	<p>1. TPSODL to intimate Associate about the issue well in advance by giving sufficient time (as mutually agreed basis the issue occurred). 2. Validation needs to be done jointly, whether the Issue occurring is due to the fault of Associate or TPSODL. 3. In case it is identified that the issue related to fault in services & the Associate gives it in writing that the</p>
		<p>a. In case TPSODL exercises its right of termination as stated above the associate shall not dispute or object to the same.</p>	
		<p>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.</p>	
		<p>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.</p>	
		<p>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.</p>	

		<p>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.</p>	<p>issue cannot be resolved, in that case TPSODL can invoke the BG.</p>
		<p>22.2 Termination for convenience of Associate</p> <p>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. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPSODL, Associate will have to pay TPSODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.</p>	
	gcc - 28	<p>22.3 Termination for Convenience of TPSODL</p> <p>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.</p>	<p>(i) right to terminate shall be available to both the Parties; (ii) Prior to such termination thirty (30) days notice shall be provided to the other Party; (iii) In case the Client chooses to terminate the arrangement without cause and / or for its convenience, the Client shall be liable to Lock-in-Period and Exit Charges; (iv) The Client shall not withhold / deduct / set-off any payment due to be paid to the Contractor.</p>
	GCC - 28	<p>23.0 DISPUTE RESOLUTION & ARBITRATION</p> <p>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.</p>	<p>Arbitrator shall be appointed with mutual consent</p>

	GCC - 28	<p>25.0 ATTRIBUTES OF GCC 25.1 Cancellation</p> <p>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.</p>	Not agreeable. Need to discuss.
	GCC - 28	<p>26.0 INSURANCE</p> <p>The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.</p>	Not Applicable to the scope of work