

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****Open Tender Notification****For**

PO for Supply of MS Windows OS Data Centre Edition (2 Core) with out any software assurance and warranty support for TPNODL, TPSODL & TPWODL

**Tender Enquiry No.: TPCODL/CCG/23-24/1000006925,
Due Date for Bid Submission: 30/11/2024 [18:00 Hrs.]**

**Centralized Contracts Group
Tata Power Odisha DISCOMs
1st Floor, Anuj Building, Plot No. 29, Satya Nagar,
Bhubaneswar – 751007**

**TPCODL TPNODL TPSODL TPWODL
(TATA Power and Odisha Government Joint Venture)**

Property of CCG – Not to be reproduced without prior written permission of CCG (TP Odisha DISCOMs)

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****Contents**

1.0	Event Information.....	5
1.1	Scope of work	5
1.2	Availability of Tender Documents.....	6
1.3	Calendar of Events.....	7
2.0	Pre- Qualification Criteria	7
3.0	Evaluation Criteria	8
3.1	Price Basis.....	9
4.0	Contact Information	9
5.0	Submission of Bid Documents.....	9
5.1	Bid Submission.....	9
5.1.1	First Part : EMD	10
5.1.2	Second Part : Techno-Commercial Bid	11
5.1.3	Third Part : Price Bid.....	12
5.2	Signing of Bid Documents	12
5.3	Mandatory documents required along with the Bid	12
5.4	Deviation from Tender	13
6.0	Bid Related Details.....	13
6.1	Bid Prices.....	13
6.2	Bid Currencies.....	13
6.3	Period of Validity of Bids	13
6.4	Alternative Bids.....	14
6.5	Modifications and Withdrawal of Bids	14
7.0	Bid Opening & Evaluation	14
7.1	Bid Confidentiality.....	14
7.2	Technical Bid Opening	14
7.2.1	Preliminary Examination of Bids/Responsiveness.....	14
7.2.2	Techno Commercial Clarifications	15

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

7.2.3	Right of Acceptance/Rejection	15
7.3	Price Bid Opening	15
8.0	Market Integrity	15
9.0	Supplier Confidentiality	16
10.0	Reverse Auctions	16
11.0	Award Decision	17
12.0	Order of Preference / Contradiction	17
13.0	Post Award Contract Administration	17
13.1	Special Conditions of Contract	17
13.2	Drawing Submission and Approval	18
13.3	Payment Terms	18
14.0	Climate Change	18
15.0	Ethics	19
16.0	Specification and standards	19
17.0	General Condition of Contract	19
18.0	Safety Policy and Safety Terms & Conditions	19
19.0	Tata Code of Conduct	19
20.0	Environment & Sustainability Policy	19
	ANNEXURE-I : Price Schedule	20
	ANNEXURE-II : Technical Specification	21
	ANNEXURE III : Schedule of Deviations	22
	ANNEXURE IV : Schedule of Commercial Specifications	23
	ANNEXURE V : Checklist of all the documents to be submitted with the Bid	24
	ANNEXURE VI : Acceptance form for Participation in Reverse Auction Event	25
	ANNEXURE VII : General Conditions of Contract	26
	ANNEXURE VIII : Safety Policy and Safety Terms & Conditions	26
	ANNEXURE IX : Tata Code of Conduct	26
	ANNEXURE X : Environment & Sustainability Policy	26

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 25-26 / 1000006925

ANNEXURE XI : Authorization Letter Format.....	27
ANNEXURE XII : Instructions to Bidder for participation in ARIBA System	28

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****Centralized Contracts Group (CCG)**

The Centralized Contracts Group (CCG) is a shared service group of four Tata Power Odisha Distribution Companies (DISCOMs) - TPCODL, TPNODL, TPSODL & TPWODL. CCG is responsible for carrying out tendering activities to cater to the purchasing needs of all four DISCOMs.

1.0 Event Information

Bids are invited in Two Bid system from interested Bidders to establish a Rate Contract as below:

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee inclusive of GST (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL / CCG / 25-26 / 1000006925	PO for Supply of MS Windows OS Data Centre Edition (2 Core) with out any software assurance and warranty support for TPNODL, TPSODL & TPWODL	2,00,000	5,000	17/11/2025 18:00 Hrs

* EMD exempted for MSMEs registered in the State of Odisha.

** Tender fee – Rs. 1,000/- including GST. for MSMEs registered in the State of Odisha (Ref. Odisha MSME Preferential Norms[^] for details on Odisha MSME support)

1.1 Scope of work

Bids are invited from interested Bidders to award PO for Supply of MS Windows OS Data Centre Edition (2 Core) with out any software assurance and warranty support for TPNODL, TPSODL & TPWODL as mentioned below:

SL No	Description	TPCODL Qty	TPNODL Qty	TPSODL Qty	TPWODL Qty	Total Quantity
1	Supply of Microsoft Windows OS Data Centre Edition (2 Core)	0	336	192	240	816

Detailed scope as stipulated elsewhere in this tender document.

[^] Odisha MSME Preferential Norms

- **Tender Fees Relaxation:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs. 1,000/- including GST towards cost of tender paper.
- **Earnest Money Deposit (EMD) Exemption:** 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.
- **Qualification Requirement Relaxation:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- **Past Experience Relaxation:** instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.
- **Reservation for MSME :** TP DISCOM shall procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
- **Performance Bank Guarantee (PBG) Relaxation:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

Property of CCG – Not to be reproduced without prior written permission of CCG (TP Odisha DISCOMs)

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****1.2 Availability of Tender Documents**

The bidder can get primary information about the tender from the Newspaper advertisement. Tender documents can be downloaded from TP Odisha DISCOMs' websites:-

www.tpcentralodisha.com, www.tpnodl.com, www.tpwesternodisha.com, www.tpsouthernodisha.com

Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit / NEFT / RTGS in the following bank account.

Account Name: TP Central Odisha Distribution Limited

Bank Name: State Bank of India,

IDCO Towers, Bhubaneswar

Bank Account No. : 10835304915

IFSC Code : SBIN0007891

To receive online bidding link, eligible and Interested bidder shall send an email to Package Owner (Ref. Clause 4.0 for details) attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intent to bid against above tender in following format:

Sr No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. of authorized person	
vi)	E-mail Id to which online ARIBA link to be sent	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date) (Ref sec 1.2)	
viii)	GST No. of bidder	
ix)	MSME Certificate (if applicable)	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to rajib.bhattacharya@tpwesternodisha.com with copy to vipin.chauhan@tpnodl.com before last date and time for payment of tender participation fee (Clause 1.3).

On receipt of the above letter, after due verification, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system. Bids shall be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission shall not be accepted. **(Ref. Annexure XII for detailed instructions on bid submission in ARIBA)**

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****1.3 Calendar of Events**

(a)	Date of sale/ availability of tender documents from Website	12.11.2025
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in “Procedure to Participate in Tender”	17.11.2025, 17:00 Hours
(c)	Date & Time of Pre-Bid Meeting (If any)	Not applicable
(d)	Due Date of receipt of pre-bid queries by e-mail, if any	20.11.2025, 17:00 Hours
(e)	Due Date of Posting Consolidated replies to all the pre-bid queries as received	24.11.2025, 17:00 Hours
(f)	Due date and time of receipt of Bids	30.11.2025, 18:00 Hours
(g)	Date & Time of opening technical bids	30.11.2025, 18:30 Hours
(h)	Date & Time of opening of Price of qualified bids	To be notified to the successful bidders

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 TP Discom’s office, the last date of submission of bids and date of opening of bids will be the day following working day at appointed times.

2.0 Pre- Qualification Criteria

Sr No	Parameter	Owner Requirement	Documents to be submitted by Bidder
A	Technical Pre-Qualification Requirements		
1	Technical Experience / Performance	1) 1. The Bidder must have registered office in India for the last three financial years and should have TAC Support center based out of India. 2) The Bidder should be OEM, OR an LSP of CSP / OEM with below capabilities: - (i) LSP Partner with at least Gold certification. (ii) BA should be Managed Service Provider.	1. Authorization letter from CSP (MAF) 2. Specialization Certification Copies 3. Relevant MSSP Certification to be provided

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

		3) The bidder, as on date of bid submission, should not be under blacklisting period / any of the Central or State Government Organization / PSU etc.	Supporting documents must be provided. BA must submit the self-authorization on their letter head.
B	Financial Pre-Qualification Requirements		
1	Commercial Capability	The BA should be a firm operating in India with its average annual turnover Min 50 Cr. during the last 3 (three) FYs i.e 2020-21, 21-22 and 22-23. ALL BS must have valid UDIN No.	Copy of audited P&L Account (with UDIN no.) to be submitted in this regard
2	Experience	The BA should have completed at least. A) 3 projects / engagements of value more than or equal to Rs.5 Cr each for Microsoft Licenses or B) Two (2) Projects/ Engagement more than or equal to Rs. 10 Cr each for Microsoft Licenses or c) One Project / Engagement more than or equal to Rs 15 Cr. during last 5 FY (18-19, 19-20,20-21,21-22 & 22-23)	Order copy to be provided; The performance certificate / PO details and contact details of the client need to be submitted
3	Statutory Compliances	The prospective Bidder(s) should be have following certificates- a. Valid GST Registration Certificate. b. Valid PAN No.	Certificate to be submitted

3.0 Evaluation Criteria

- The bids will be evaluated technically and on qualifying criteria of tender terms and conditions.
- The bids will be evaluated commercially on an individual item basis (all-inclusive lowest cost at item level) for the complete tender as calculated in Schedule of Items [Annexure I].
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, CCG may reject the bids.

NOTE: In case a new bidder is not registered with DISCOM, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, DISCOM reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification.

In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of DISCOM shall be final and binding on the bidder in this regard.

3.1 Price Basis

-Price will be fixed and firm during the contractual period.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

-Price variation clause shall be applicable as detailed elsewhere in this document

4.0 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 website by the stipulated timelines as detailed in calendar of events.

Communication Details:**Package Owner:**

Name: S Niyogi / Rajib Bhattacharya

Contact No.: 9564766554 / 9434210425

E-Mail ID: sniyogi@tpsouthernodisha.com / rajib.bhattacharya@tpwesternodisha.com

Escalation Level I:

Name: Sony Jha, HoD- CCG

E-Mail ID: sony.jha@tpcentralodisha.com

Escalation Level II:

Name: Mr. Vipin Chauhan, Head -CCG

E-Mail ID: Vipin.Chauhan@tpnodel.com

5.0 Submission of Bid Documents**5.1 Bid Submission**

Bidders are requested to submit their offer in line with this Tender document through e-tendering process.

All future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. shall be through TPCODL E-Tender system (Ariba).

Bids shall be submitted in 3 (Three) parts:

5.1.1 First Part : EMD

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 Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring '**TP Central Odisha Distribution Limited**' payable at **Bhubaneswar**. The EMD BG has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by CCG and the bid as submitted shall be liable for rejection. A separate **non-refundable tender fee** of stipulated amount also needs to be transferred **online through NEFT/ RTGS** in case the tender document is downloaded from our website.

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

Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED

Bank Name: SBI, IDCO Towers, Bhubaneswar

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****Bank Account No.: 10835304915****IFSC Code: SBIN0007891**

Note- EMD is preferred in form of Bank Guarantee and to be delivered at the following address. However, in view of present situation if Bidder is finding it difficult to submit BG for EMD amount, they can do online transfer of EMD amount in the above mentioned Account and submit proof of the same as part of Bid Submission.

-In such case, Tender Fee and EMD should be strictly 2 separate transactions else bids shall be rejected.

-Return of EMD from Bank Account is non-standard practice and the same may take more time than return of EMD BG.

EMD Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference/ Enquiry Number, Name of Tender and Bidder Name

“EMD (Earnest Money Deposit)”

“PO for Supply of MS Windows OS Data Centre Edition (2 Core) without any software assurance and warranty support for TPNODL, TPSODL & TPWODL.”

Chief –Centralized Contracts Group

TP Central Odisha Distribution Limited

1st Floor, Anuj Building, Plot No. 29, Satya Nagar, Bhubaneswar- 751007

Kind Attn.: S Niyogi, Mob No.: 9434210425

**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.*

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

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

- Bank Guarantee in favor of TP Central Odisha Distribution Limited payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

Ref. GCC for Forma of Bank Guarantee

The EMD shall be forfeited in case:

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

Or

- b) The successful Bidder does not

- a) accept the Purchase Order, or
- b) furnish the required Performance Security Bank Guarantee

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****5.1.2 Second Part : Techno-Commercial Bid**

Techno-Commercial bid shall contain the following documents. Absence of any of these may attract bid rejection:

1. Index Stating Document name & Page No./Document No. in bid. As illustrated below:

Sr No	Document	Page No/Document No
1	Type test Reports	3
2	Schedule of Deviations	8
3	...	...

2. Requisite Documents for compliance to Qualification Criteria mentioned in Clause 2.0 and clause no. 1.5.
3. Type Test Certificate* of same or higher rating.
4. Acceptance of Specification as per Annexure II.
5. Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
6. Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
7. Duly filled in Annexure V and VI.
8. Proper authorization letter / Power of Attorney to sign the tender on the behalf of bidder.
9. Copy of PAN, GST registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

The type tests specified in technical specifications should have been carried out **within five years (unless otherwise explicitly stated) 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 DISCOM.*

The technical bid shall be submitted through CCG / TPCODL E-tender System (Ariba) only. Hard Copy of Technical Bids need not be submitted unless specifically asked for.

5.1.3 Third Part : Price Bid

Price Bid shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices and Taxes & duties 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. The price bids containing any deviations/conditions shall be liable to be rejected.

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

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

5.2 Signing of Bid Documents

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

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

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

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

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

5.3 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee.
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Acceptance of Specification, drawing with filled in GTP as per Annexure II.
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Duly filled in Annexure V and VI.
- 1.4.8 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.9 Copy of PAN, GST registration (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 (as applicable), the bid submitted by a bidder shall be liable for rejection.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****5.4 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.

6.0 Bid Related Details**6.1 Bid Prices**

Bidders need to quote for all items as per the Price schedule attached in Annexure I. 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 DISCOMs' sites. The all-inclusive prices offered shall be inclusive of all costs –Insurance, Transport, duties, taxes, levies paid or payable etc. during the execution of the supply work. Applicable GST to be specified clearly.

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

6.2 Bid Currencies

Prices shall be quoted in Indian Rupees Only unless otherwise stated explicitly.

6.3 Period of Validity of Bids

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

Notwithstanding clause above, CCG 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.

6.4 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.

6.5 Modifications and Withdrawal of Bids

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

7.0 Bid Opening & Evaluation**7.1 Bid Confidentiality**

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

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 CCG in processing of Bids or award decisions may result in rejection of the Bidder's Bid.

7.2 Technical Bid Opening

Technical Bids shall be opened online as per schedule mentioned in section 1.3, in CCG Office (1st Floor Conference room, Plot -29, Anuj Building Satya Nagar, Bhubaneswar). Bidders having authorization letter (format Annexed- XI) for attending bid opening from competent authority of respective Organizations, who may choose to be present physically / online at the time of tender opening. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time. Technical bid must not contain any cost information whatsoever, else bids shall be liable to be rejected.

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, one by one

7.2.1 Preliminary Examination of Bids/Responsiveness

CCG 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 in order & format as detailed elsewhere in this document. CCG 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, CCG 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. CCG reserves the right to reject non-responsive bids.

7.2.2 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, CCG/Engineering may at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to specifications and attempt will be made to bring all bids on a common footing. Any such clarification as sought shall have to be responded to bidder **within two working days**, post which the bids shall be liable to be rejected. 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****7.2.3 Right of Acceptance/Rejection**

Bids are liable for rejection in absence of following documents:

- i. EMD of requisite value and validity.
- ii. Tender fee of requisite value.
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned in Clause 2.0 of this Tender Document.
- v. Filled in Schedule of Deviations as per Annexure III.
- vi. Filled in Schedule of Commercial Specifications as per Annexure IV.
- vii. Signed and filled in Specification and GTP as per Annexure II.
- viii. Duly filled and signed Annexure V and VI.
- ix. Receipt of Bid within the due date and time.

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

7.3 Price Bid Opening

Price Bids will be opened online for all technically qualified bidders on the dates as shall be informed to qualified bidders in CCG Office (First Floor Conference room, Plot -29, Anuj Building Satya Nagar, and Bhubaneswar). Bidders having authorization letter (format annexed) for attending bid opening from competent authority of respective Organizations shall be allowed to be present physically/online at the time of bid opening. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of DISCOM without any further correspondence in this regard.

8.0 Market 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, CCG 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

9.0 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 CCG. This includes all bidding information submitted to the

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

DISCOM. All tender documents remain the property of DISCOM and all suppliers are required to return these documents to DISCOM upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

10.0 Reverse Auctions

CCG reserves the right to conduct the reverse auction 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.

Bidders shall be allowed to participate in Reverse auction as per following criteria hence bidders are advised to quote their most competitive rates while submitting the bids to avoid disqualification from participation in Reverse Auction.

Reverse Auction shall be as per the below approach:

No of bidders allowed to participate in RA process shall be: Total No of bidders on whom tender would be split PLUS 2 more bidders

Illustrative example: Total no of qualified bidders is 10 & tender needs to split amongst 4 bidders.

PLUS 2 means ($04 + 02 = 06$) means lowest 6 bidders i.e., L1 to L6 bidders would be allowed in the RA process. Balance, H1 to H4 bidders would not be allowed in the RA process.

In case – Total no of qualified bidders is equal to or less than the **PLUS 2** number, all qualified bidders shall be allowed in the RA process.

Illustrative example: Total no of qualified bidders is 4 & tender needs to split amongst 2 bidders. PLUS 2 means ($02 + 02 = 04$), so all 4 qualified bidders would be allowed in the RA process

Illustrative example: Total no of qualified bidders is 3 & tender would be awarded to single party only. PLUS 2 means ($01 + 02 = 03$), so all 3 qualified bidders would be allowed in the RA process

11.0 Award Decision

DISCOM 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 3.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 7.2.1. The decision to place purchase order/LOI solely depends on CCG on bidder qualification & cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that CCG may deem relevant.

CCG reserves the right to split the order quantity wise/Line item wise among **2 Nos Bidders**. All bidders are advised to quote their most competitive rates against each line item. However CCG reserves the right to adjust the splitting as per bidders' participation/qualification/any other unforeseen condition in tender.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

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

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

12.0 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 – Price Bid (Annexure I)
2. Technical Specifications (Annexure II)
3. Special Conditions of Contract (Clause 13.1)
4. Submission of Bid Documents (Clause 5.0)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VII)

13.0 Post Award Contract Administration**13.1 Special Conditions of Contract**

1. Prices shall be inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading & stacking at Discom site / store locations.
2. PBG will not be applicable.
3. BA shall submit GTP/ Drawing within 07 days from issuance of rate contract. If drawing is not approved by competent authority due to document shortfall or any changes are suggested, vendor has to resubmit new drawing/GTP/documents within 03 days of such intimation. BA shall offer for prototype inspection within 15 days of issuance of approved Drawings/GTP (if applicable). In case BA does not get necessary approvals for issuance of manufacturing clearances /CAT-A within mentioned / mutually agreed timelines, then CCG/TP Odisha Discoms reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.
4. **Delivery Period** shall be 30 Days from date of receipt of PO form TP Odisha Discom, whichever is later.
5. **Payment Terms:** 100% payment within 60 days of submission of error-free Invoice complete in all respects. For MSME payment cycle shall be within 45 days.
6. Pre-dispatch inspection, MDCC will not be applicable and LD shall be applicable as per GCC.
7. TP Odisha Discom reserves right to short close the issued Purchase Order, in case of any quality issues.
8. Any change in statutory taxes, duties and levies during the contract period shall be borne by respective TP Odisha Discom. However, in case of delay in supply owing to reasons not attributable to TP Odisha Discom, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TP Odisha Discom.
9. All other terms of GCC – Supply shall be applicable.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****13.2 Drawing Submission and Approval**

As per SCC, Clause number 13.1

13.3 Payment Terms

As per SCC, Clause number 13.1

14.0 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. Please refer attached Environment Policy and Sustainability Policy (Annexure–X).

15.0 Ethics

TP DISCOMs are ethical organizations bound by Tata Code of Conduct. As a policy we lay 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.

DISCOM 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 Tata Code of Conduct (TCOC) attached for more information. For details, refer link: <https://www.tata.com/about-us/tata-code-of-conduct>

Any ethical concerns with respect to this tender can be reported to the following:

Mr. Pourush Garg (Chief Central Contracts Group): pourush.garg@tpcentralodisha.com

16.0 Specification and standards

As per Annexure II

17.0 General Condition of Contract

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

18.0 Safety Policy and Safety Terms & Conditions

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

Annexure VIII attached along with this tender.

19.0 Tata Code of Conduct

Annexure IX attached along with this tender.

20.0 Environment & Sustainability Policy

Annexure X attached along with this tender.

ANNEXURE-I : Price Schedule

SI No.	Description	UoM	TPCODL Qty	TPNODL Qty	TPSODL Qty	TPWODL Qty	Total Qty	Unit Price	Unit Tax (18%)	All Inclusive Unit Price	Total all Inclusive Price
1	PO for Supply of MS Windows OS Data Centre Edition (2 Core) with out any software assurance and warranty support	EA	0	336	192	240	816				

Mandatory to quote in all line items (If Applicable)*NOTE:**

- Prices shall be firm till the validity of the contract (As applicable).
- The bids will be evaluated commercially on entire BOQ basis.
- The prices mentioned above shall be on FOR basis for all the TPNODL, TPSODL & TPWODL (As applicable) locations.
- Issuance of Release Orders (RO) shall be done by respective Discoms as per their requirement.
- The material shall be delivered as per the location captured in the release order.
- 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”/other conditions in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.
- The quantity mentioned above are for evaluation purpose only and may vary as per actual site requirement.

TPCDL

TP Central Odisha Distribution Limited

TPNDL

TP Northern Odisha Distribution Limited

TPSDL

TP Southern Odisha Distribution Limited

TPWDL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 25-26 / 1000006925

ANNEXURE-II : Technical Specification

Not applicable

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****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 specifications:

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

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

Seal of the Bidder:***Signature:******Name:***

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****ANNEXURE IV : Schedule of Commercial Specifications**

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

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

Seal of the Bidder:***Signature:******Name:***

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Nothern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****ANNEXURE V : Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below:

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

Seal of the Bidder:***Signature:******Name:***

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****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, CCG 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. CCG 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. CCG will make every effort to make the bid process transparent. However, the award decision by CCG would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of CCG, 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 CCG.
6. In case of intranet medium, CCG shall provide the infrastructure to bidders. Further, CCG 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.
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 Discom site / store.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for event time extension of auction event shall be considered by CCG.
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 & Stamp of Bidder]

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****ANNEXURE VII : General Conditions of Contract*****Attached Separately with Tender*****ANNEXURE VIII : Safety Policy and Safety Terms & Conditions*****Attached Separately with Tender*****ANNEXURE IX : Tata Code of Conduct*****Attached Separately with Tender******Also Refer: <https://www.tata.com/about-us/tata-code-of-conduct>*****ANNEXURE X : Environment & Sustainability Policy*****Attached Separately with Tender***

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****ANNEXURE XI : Authorization Letter Format**

(To be presented by the authorized person at the time of opening of Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Chief - Central Contracts Group

Tata Power Odisha DISCOMs

Plot-29 Anuj Building

Satya Nagar Bhubaneswar

SUB: Tender for**Ref: Tender No..... dated.**

Dear Sir,

This has reference to your above Tender. Mr. / Miss / Mrs. _____ is hereby authorized to attend the bid opening of the above Tender on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried at the time of Bid Opening

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925****ANNEXURE XII : Instructions to Bidder for participation in ARIBA System**

Step 1: Eligible and Interested bidder shall send an email to Package Owner (Ref. Clause 4.0 for details) attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intent to bid against above tender:

Sr No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. of authorized person	
vi)	E-mail Id to which online ARIBA link to be sent	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date) (Ref sec 1.2)	
viii)	GST No. of bidder	
ix)	MSME Certificate (if applicable)	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to rajib.bhattacharya@tpwesternodisha.com with copy to vipin.chauhan@tpnodl.com before "Last date and time for payment of Tender Participation Fee".

Step 4: On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system.

Step 5: In this e-mail online link as "**Click Here**" shall be there to access the event & participate in the tender.

Step 6: First time bidders need to **Sign Up** for accessing the event. Create User Name and password as mentioned in Sign Up page. A one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

Those who are already having User Name and password for accessing events, may LOGIN using same User Name and password. (Bidder's user name and password for their other customer shall not be applicable for TPCODL / TPWODL / TPNODL / TPSODL)

Step 7: Post login, access the RFQ

Step 8: After review and downloading of all documents click on "**Review Pre-requisites**"

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000006925**

Step 9: Review and accept **"Bidder Agreement"**.

Step 10: Tender document (PDF) can be downloaded from relevant section in Ariba Portal

Step 11: Technical Bid Submission: Bidder has to attach pdf version of technical bid in section relevant to technical bid submission. Uploading any price related information in this section shall lead to bidder rejection.

Step 12: Price Bid Submission: Price schedule as attached in relevant section has to be downloaded. Price and tax details to be filled-in as per the format. PDF version of duly filled price bid to be uploaded in relevant section. Price bid to be mandatorily signature & sealed by authorized person on Company letter head. For Price Bid put all the unit price and taxes and duties in provided field. Put "NA" in not applicable field.

Step 13: After successfully uploading Techno commercial offer and price part, click - **"Submit Entire Response"**

TPC^{ODL}	TP CENTRAL ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT –SUPPLY ORDERS	
Rev. No	0	Page 1 of 43

CONTENTS	
CLAUSE NO.	DESCRIPTION
1.0	ORGANIZATIONAL VALUES
2.0	ETHICS
3.0	CONTRACT PARAMETERS
3.1	Issue/Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/ Time
3.5	Contract Execution Completion Date
3.6	Contract Price /Value
3.7	Contract Document
3.8	Contract Language
3.9	Reverse Auction
4.0	SCOPE OF WORK
5.0	PRICES/RATES/TAXES
5.1	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Quantity Variation
6.2	Full and Final Payment
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Material/Equipment/Works Quality
10.3	Adherence to Rules & Regulations
10.4	Specifications and Standards
11.0	INSPECTION/PARTICIPATION
11.1	Right to Carry Out Inspection
11.2	Facilitating Inspection
11.3	Third Party Nomination
11.4	Waiver of Inspections
11.5	Incorrect Inspection Call

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 2 of 43

CONTENTS	
CLAUSE NO.	DESCRIPTION
12.0	MDCC & DELIVERY OF MATERIALS
12.1	Material Dispatch Clearance Certificate
12.2	Right to Rejection on Receipt
12.3	Consignee
12.4	Submission of Mandatory Documents on Delivery
12.5	Dispatch and Delivery Instructions
13.0	GUARANTEE
13.1	Guarantee of Performance
13.2	Guarantee period
13.3	Failure in Guarantee period (GP)
13.4	Cost of repairs on failure in GP
13.5	Guarantee Period for Goods Outsourced
13.6	Latent Defect
13.7	Support beyond the Guarantee Period
14.0	LIQUIDATED DAMAGES
14.1	LD Waiver Request
15.0	UNLAWFUL ACTIVITIES
16.0	CONFIDENTIALITY
16.1	Documents
16.2	Geographical Data
16.3	Associate's Processes
16.4	Exclusions
16.5	Violation
17.0	INTELLECTUAL PROPERTY RIGHTS
18.0	INDEMNITY
19.0	LIABILITY & LIMITATIONS
19.1	Liability
19.2	Limitation of Liability
20.0	FORCE MAJEURE
21.0	SUSPENSION OF CONTRACT
21.1	Suspension for Convenience
21.2	Suspension for Breach of Contract Conditions
21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACT
22.1	Termination for Default/Breach of Contract
22.2	Termination for Convenience of Associate
22.3	Termination for Convenience of TPCODL

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 3 of 43

CONTENTS	
CLAUSE NO.	DESCRIPTION
23.0	DISPUTE RESOLUTION AND ARBITRATION
23.1	Governing Laws and jurisdiction
24.0	ATTRIBUTES OF GCC
24.1	Cancellation
24.2	Severability
24.3	Order of Priority
25.0	ERRORS AND OMISSIONS
26.0	TRANSFER OF TITLES
27.0	INSURANCE
28.0	SUGGESTIONS & FEEDBACK
29.0	CONTACT POINTS
30.0	LIST OF ANNEXURES

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 4 of 43

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 TPCODL, 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 TPCODL 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.
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.tpccentralodisha.com.

3.0 CONTRACT PARAMETERS

3.1 Issue/Award of Contract

TPCODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 5 of 43

On receipt of the contract, the associate shall return to TPCODL 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).
- 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 TPCODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 6 of 43

3.9 Reverse Auction

TPCODL 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.

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 TPCODL'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.

TPCODL 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 TPCODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPCODL 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 TPCODL.

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 TPCODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPCODL store/site & unloading & delivery at TPCODL stores/TPCODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 7 of 43

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 TPCODL 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 TPCODL 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 TPCODL.

6.0 TERMS OF PAYMENT

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

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

Bills/ invoices shall mention Supplier's GST Number. TPCODL 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 TPCODL and not on the basis of contract quantity.

6.2 Full and Final Payment

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 8 of 43

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 TPCODL 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, TPCODL 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 TPCODL 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.

- (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 TPCODL 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 TPCODL. 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 TDPPL indemnified always till completion of contracts.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 9 of 43

9.2 SA 8000

TPCODL 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

TPCODL 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**

TPCODL 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 TPCODL 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.
- 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).

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 10 of 43

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.

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 TPCODL/Consultants shall not in any way relieve the Associate from his responsibility and executing the works in accordance with the terms of contract.

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 TPCODL.

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 TPCODL 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 TPCODL. 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 TPCODL, 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 TPCODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPCODL. In any circumstances the codes, specimen and standards prescribed by any government agency should not be violated.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 11 of 43

11.0 INSPECTION/PARTICIPATION

11.1 Right to Carry Out Inspection

TPCODL 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.
- 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 TPCODL during contract execution time.

All inspections and participations shall be carried out by TPCODL 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 TPCODL'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 TPCODL'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 TPCODL'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 TPCODL/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 TPCODL inspectors are not satisfied with the safety arrangements at the plant, TPCODL 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 TPCODL along with the inspection call, for scrutiny of TPCODL.

The Associate and TPCODL 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 TPCODL for receiving clearance for dispatch of materials

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 12 of 43

11.3 Third Party Nomination

TPCODL 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 TPCODL as far as conducting the inspection.

11.4 Waiver of Inspections

TPCODL 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 TPCODL 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 TPCODL. Material delivered at TPCODL stores or at project site without a valid MDCC issued by the designated official of TPCODL 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 TPCODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 13 of 43

- 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 Bhubaneswar	12 days
2	Within Bhubaneswar	5 days
3	Waiver*	3 working days

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

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 TPCODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPCODL.

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, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPCODL, Bhubaneswar.

12.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPCODL 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
8	Device data in CD as per template for metering items	Wherever applicable

12.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 14 of 43

2	TPCODL material code and material description shall be mentioned in invoice and on material.
3	“Property of TPCODL” 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 TPCODL, Bhubaneswar”, Guarantee period and Associate’s name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPCODL central store. For heavy item(s), crane will be provided by TPCODL [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 TPCODL for the equipment/material/service/work and where standard 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, TPCODL will be at liberty to get the same done at Associate’s risks and costs and recover all such expenses plus the TPCODL’s own

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 15 of 43

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 TPCODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPCODL within 7 days of reporting the issue by TPCODL. 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, TPCODL shall have the benefit of any additional guarantee period if provided by the third party for the part supplied/executed by them.

13.6 Latent Defect

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

13.7 Support beyond the Guarantee Period

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

14.0 LIQUIDATED DAMAGES

- a) For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPCODL, 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, TPCODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 16 of 43

- 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 TPCODL, 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, TPCODL 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 TPCODL as a proof of deduction/recovery.

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 TPCODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPCODL, 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 TPCODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPCODL 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 TPCODL.

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 TPCODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPCODL and upon execution of confidentiality agreements satisfactory to the TPCODL with such third parties prior to disclosure.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 17 of 43

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. TPCODL 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 TPCODL. 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 TPCODL under the Contract shall be passed on to the TPCODL. The TPCODL 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 TPCODL.

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 TPCODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPCODL.

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 TPCODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPCODL 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 TPCODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 18 of 43

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 TPCODL is held liable for by any court judgement. In this connection, the TPCODL 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 TPCODL 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 TPCODL 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 TPCODL.

The TPCODL 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 TPCODL 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 TPCODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPCODL.

TPCODL 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.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 19 of 43

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

TPCODL 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 atleast two business days written notice for contracts having contract completion period less than sixty days and atleast 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 TPCODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 20 of 43

- 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 TPCODL, 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.

TPCODL 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 TPCODL and not due to any breach of contract conditions by the associate, TPCODL 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 TPCODL.

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 TPCODL 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.

22 TERMINATION OF CONTRACT

22.1 Termination for Default/Breach of Contract

The contract / PO /RC shall be subject to termination by TPCODL 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 TPCODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 21 of 43

- 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 TPCODL 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 TPCODL.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the associate for the first time, TPCODL 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 TPCODL then TPCODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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

Without prejudice to its right to terminate for breach of contract, TPCODL 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 TPCODL 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 TPCODL.
- 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 TPCODL 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 TPCODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 22 of 43

- e) It shall be open to TPCODL 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 TPCODL 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 TPCODL 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.

In the event of such termination, TPCODL 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 TPCODL 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 TPCODL 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 TPCODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPCODL 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, TPCODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPCODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPCODL.

22.2 Termination for Convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPCODL 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 TPCODL

TPCODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPCODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 23 of 43

arbitration proceedings unless otherwise directed in writing by TPCODL or suspended by the arbitrator. Further, TPCODL 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 Bhubaneswar and any matter arising here from shall be subject to applicable law in force in India.

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 TPCODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPCODL 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 TPCODL on acceptance of material by store/site after Inspection.

However, such passing of title of ownership and property to the TPCODL 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 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 TPCODL.
- b) TPCODL 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. TPCODL reserves the exclusive right to assign the policy.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 24 of 43

- 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 TPCODL 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) TPCODL 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 TPCODL'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 TPCODL 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. TPCODL, 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 TPCODL and without affecting the completion time.

28.0 SUGGESTIONS & FEEDBACK

We welcome all our Business Associates to write to us about their experience with TPCODL; 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.tpcentralodisha.com to provide your feedback.

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

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

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.tpcentralodisha.com

30.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
--------	---------	----------

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 25 of 43

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

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

**The TP Central Odisha Distribution Limited
Bhubaneswar**

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 26 of 43

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 Central Odisha Distribution Limited (TPCODL) in the sum of _____ for which payment well and truly to be made to the TPCODL 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 TPCODL 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 TPCODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPCODL 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)

	TP CENTRAL ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT –SUPPLY ORDERS	
Rev. No	0	Page 27 of 43

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

Bhubaneswar

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") 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 28 of 43

your exercising any of your rights with 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 Bhubaneswar branch and claim will also be payable at Bhubaneswar Branch (to be confirmed by Bhubaneswar Branch by a letter to that effect in case BG is from the branch outside Bhubaneswar).
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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 29 of 43

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 TPCODL 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 TPCODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPCODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPCODL 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 TPCODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Place

Name

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 30 of 43

ANNEXURE-D

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

To be printed on the letterhead

To,

The TP Central Odisha Distribution Limited,

Bhubaneswar

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 31 of 43

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 "TPCODL 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

☐ Bhubaneswar ☐ Within 200 kms from Bhubaneswar ☐ More than 200 kms from Bhubaneswar

Your nearly turnover with TPCODL

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

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 32 of 43

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	TPCODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPCODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPCODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPCODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPCODL 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						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 33 of 43

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	TPCODL never defaults on contractual terms						
15	In TPCODL 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	TPCODL Employees follow Ethical behaviour						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 34 of 43

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

SECTION – C

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

S. No.	Parameters	Certainly No	Probably No	Certainly Yes	Probably Yes	Remarks/ Suggestion
1	Based on your experience with TPCODL, would you like to continue your relationship with TPCODL?					
2	If someone asks you about TPCODL, would you talk “positively” about					

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 35 of 43

	TPCODL?					
3	Would you refer TPCODL 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 TPCODL, 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.

Please spare your thoughts for TPCODL'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 TPCODL to adopt. Please give your valuable salient recommendations.

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 36 of 43

5	Inspection & quality assurance support for timely job completion
---	--

We thank you for your time and courtesy!!

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, TPCODL 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. TPCODL 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. TPCODL will make every effort to make the bid process transparent. However, the award decision by TPCODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPCODL, 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 TPCODL.
6. In case of intranet medium, TPCODL shall provide the infrastructure to bidders. Further, TPCODL 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 TPCODL.
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 TPCODL 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 TPCODL.
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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 38 of 43

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 TPCODL well in time at our own. Further, we kept TPCODL 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)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 39 of 43

ANNEXURE-H
VENDOR APPRAISAL FORM

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 40 of 43

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 41 of 43

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 42 of 43

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

*** 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 43 of 43

ANNEXURE-I
MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,

Chief (Procurement & Stores)

The TP Central Odisha Distribution Limited,
Bhubaneswar

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

TPNODL	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT –SUPPLY ORDERS	
Rev. No	01 (01.12.2021)	Page 1 of 47
Prepared By Imran Ahmad/ Swetaraj Parida	Reviewed By Vipin Chauhan	Approved By Sunil Bhattar

VIPIN CHAUHAN

Digitally signed by VIPIN CHAUHAN
Date: 2021.12.04 15:13:25 +05'30'

SUNIL BHATTAR

Digitally signed by SUNIL BHATTAR
DN: c=IN, cn=Personal, postalCode=122018, st=Haryana, serialNumber=F53CC668A7C989A74C119
996CB3A3B5E7C01F8A43FE59E1358B38
297F0F38, cn=SUNIL BHATTAR
Date: 2021.12.04 15:23:36 +05'30'

CONTENTS	
CLAUSE NO.	DESCRIPTION
1.0	ORGANIZATIONAL VALUES
2.0	ETHICS
2.1	Tata Code of Conduct
3.0	CONTRACT PARAMETERS
3.1	Issue/Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/ Time
3.5	Contract Execution Completion Date
3.6	Contract Price /Value
3.7	Contract Document
3.8	Contract Language
3.9	Reverse Auction
4.0	SCOPE OF WORK
4.1	Bid Evaluation- Commercial & Technical
5.0	PRICES/RATES/TAXES
5.1	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Quantity Variation
6.2	Full and Final Payment
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	MSME Development Act 2006
9.5	ISO 14001
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Material/Equipment/Works Quality
10.3	Adherence to Rules & Regulations
10.4	Specifications and Standards
11.0	INSPECTION/PARTICIPATION

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 2 of 47

CONTENTS	
CLAUSE NO.	DESCRIPTION
11.1	Right to Carry Out Inspection
11.2	Facilitating Inspection
11.3	Third Party Nomination
11.4	Waiver of Inspections
11.5	Incorrect Inspection Call
12.0	MDCC & DELIVERY OF MATERIALS
12.1	Material Dispatch Clearance Certificate
12.2	Right to Rejection on Receipt
12.3	Consignee
12.4	Submission of Mandatory Documents on Delivery
12.5	Dispatch and Delivery Instructions
13.0	GUARANTEE
13.1	Guarantee of Performance
13.2	Guarantee period
13.3	Failure in Guarantee period (GP)
13.4	Cost of repairs on failure in GP
13.5	Guarantee Period for Goods Outsourced
13.6	Latent Defect
13.7	Support beyond the Guarantee Period
14.0	LIQUIDATED DAMAGES
14.1	LD Waiver Request
15.0	UNLAWFUL ACTIVITIES
16.0	CONFIDENTIALITY
16.1	Documents
16.2	Geographical Data
16.3	Associate's Processes
16.4	Exclusions
16.5	Violation
17.0	INTELLECTUAL PROPERTY RIGHTS
18.0	INDEMNITY
19.0	LIABILITY & LIMITATIONS
19.1	Liability
19.2	Limitation of Liability
20.0	FORCE MAJEURE
21.0	SUSPENSION OF CONTRACT
21.1	Suspension for Convenience

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 3 of 47

CONTENTS	
CLAUSE NO.	DESCRIPTION
21.2	Suspension for Breach of Contract Conditions
21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACT
22.1	Termination for Default/Breach of Contract
22.2	Termination for Convenience of Associate
22.3	Termination for Convenience of TPNODL
23.0	DISPUTE RESOLUTION AND ARBITRATION
23.1	Governing Laws and jurisdiction
24.0	ATTRIBUTES OF GCC
24.1	Cancellation
24.2	Severability
24.3	Order of Priority
25.0	ERRORS AND OMISSIONS
26.0	TRANSFER OF TITLES
27.0	INSURANCE
28.0	SUGGESTIONS & FEEDBACK
29.0	CONTACT POINTS
30.0	LIST OF ANNEXURES

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 4 of 47

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 Tata Code of Conduct

The Business Associate and TPNODL shall be bound by the provisions/ clauses mentioned in Tata Code of Conduct (TCoC) in all their dealings with stakeholders. The Associate is advised to go through the TCoC document available as Annexure-J.

3.0 CONTRACT PARAMETERS

3.1 Issue/Award of Contract

TPNODL 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 TPNODL 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.

Note- In case of RC though, further Release Orders (RO) shall be issued by TPNODL on RC rates and terms & Conditions as per the requirement of TPNODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 5 of 47

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).
- 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 TPNODL, 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

TPNODL 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. The

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 6 of 47

bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form as mentioned in the Annexure J as a token of acceptance for the same.

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 TPNODL'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.

TPNODL 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 TPNODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPNODL 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 TPNODL.

4.1 Bid Evaluation- Commercial & Technical

TPNODL reserves the right to evaluate the bid on below parameters as per the requirement:

Commercial Evaluation: The bid shall be evaluated on the basis of Qualifying Requirement parameters and other commercial parameters as mentioned in tender.

Technical Evaluation: The bid shall be evaluated on the parameters and not limited to Bidder Experience, Bidder Performance with other utility/company, internal performance feedback, Technical Specification, General Technical Parameters (GTP), Layout, Drawings etc.

TPNODL reserves the right to carry out Factory Evaluation of Manufacturer along with the Visit to executed Sites for further evaluation to ascertain bidder's manufacturing capability, quality procedures & Performance of executed works.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 7 of 47

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 TPNODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPNODL store/site & unloading & delivery at TPNODL stores/TPNODL 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 TPNODL 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 TPNODL 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 TPNODL.

6.0 TERMS OF PAYMENT

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 8 of 47

- E-Way challan (if applicable)

Bills/ invoices shall mention Supplier's GST Number. TPNODL will make 100% payment within 45 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 TPNODL 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 RTGS/ NEFT/ Online Net banking mode whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPNODL 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, TPNODL 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 21 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 TPNODL 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.
- (c) 5% of the RC value in case of Rate Contract. This shall remain valid till the Guarantee period plus one month.

In case, PBG will not submitted by BA within 21 days post awarding the contract, TPNODL will reserve the right to take any appropriate action. However, in case of non-submission of PBG till the date of first bill submission, the amounts towards PBG shall be retained by TPNODL from Bills.

The validity of PBG shall be Guarantee Period of contract, 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 TPNODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 9 of 47

- 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 TPNODL. 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 TDPPL indemnified always till completion of contracts.

9.2 SA 8000

As TPNODL/ Tata Power is SA 8000 compliant, it 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

TPNODL 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**

TPNODL 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 TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 10 of 47

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.
- 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:-

- Business Associate is requested to inform the TPNODL if they fall under provisions of The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPNODL. The Associate also needs to mention the relevant details on their invoice/ bill.
- 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 TPNODL, enabling them to avail the consequent benefits, failing which TPNODL may take appropriate action against such defaults.
- Business Associates falling in MSME category can avail the following benefits-
 - a. **Tender Fees:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
 - b. **Earnest Money Deposit (EMD):** 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.
 - c. **Qualification Requirement for Open Tenders:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria. For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at

Approved Copy of GCC (TPNODL)-Rev01

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 11 of 47

Tata Power/ TPNODL and its Group Companies shall supersede feedback from other Customers.

- d. **Reservation for MSME:** TPNODL reserve the rights to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
- e. **Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

9.5 ISO 14001

The vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor must certify that the handling, use and disposal of their product/ by-products conform to practices consistent with sound environment management and local statues. The Vendor shall ensure that all the wastes are disposal in environmental friendly way with strict compliance to applicable laws including adherence to MoEF guidelines with respect to the disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc. which shall be disposed through MoEF approved parties only. The vendor shall also dispose off the e-waste generated at the end of the product life cycle at its own costs and risk as per the MoEF guidelines/ Orders

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 TPNODL/Consultants shall not in any way relieve the Associate from his responsibility and executing the works in accordance with the terms of contract.

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 TPNODL.

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 TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 12 of 47

Specification from the laws, ordinance, rules and regulations governing the work, the Associate shall immediately notify the same to the TPNODL. 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 TPNODL, 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 TPNODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPNODL. 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

TPNODL 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.
- 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 TPNODL during contract execution time.

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

MDCC request shall be submitted by BA to TPNODL at least 7 days before inspection date.

11.2 Facilitating Inspection

The Associate shall provide all opportunities and information to TPNODL'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 TPNODL'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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 13 of 47

reasonably required by the TPNODL'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 TPNODL/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 TPNODL inspectors are not satisfied with the safety arrangements at the plant, TPNODL 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 TPNODL along with the inspection call, for scrutiny of TPNODL.

The Associate and TPNODL 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 TPNODL for receiving clearance for dispatch of materials

11.3 Third Party Nomination

TPNODL 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 TPNODL as far as conducting the inspection.

11.4 Waiver of Inspections

TPNODL 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 TPNODL 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 TPNODL. Material delivered at TPNODL stores or at project site without a valid MDCC issued by the designated official of TPNODL 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 TPNODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 14 of 47

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.
- 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 Odisha	12 days
2	Within Odisha	5 days
3	Waiver*	3 working days

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

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 TPNODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPNODL.

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, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPNODL, Balasore/ Jajpur/ others.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 15 of 47

12.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPNODL 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
8	Device data in CD as per template for metering items	Wherever applicable

12.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	TPNODL material code and material description shall be mentioned in invoice and on material.
3	"Property of TPNODL" 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 TPNODL", Guarantee period and Associate's name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPNODL central store. For heavy item(s), crane shall be arrange by the BA. However, in case, BA is not able to arrange the Crane, then TPNODL reserve the rights to hire the crane from market/ within internal resources and all expenditure/ unloading shall be recovered from BA.
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

Approved Copy of GCC (TPNODL)-Rev01

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 16 of 47

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 TPNODL for the equipment/material/service/work and where standard 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, TPNODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPNODL'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 TPNODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPNODL within 7 days of reporting the issue by TPNODL. 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 17 of 47

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, TPNODL shall have the benefit of any additional guarantee period if provided by the third party for the part supplied/executed by them.

13.6 Latent Defect

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

13.7 Support beyond the Guarantee Period

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

14.0 LIQUIDATED DAMAGES

- a) For supplies which are of standalone use, multiple in quantities and having a single final delivery schedule, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPNODL, 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, TPNODL 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 TPNODL, 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, TPNODL 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 TPNODL as a proof of deduction/ recovery.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 18 of 47

TPNODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPNODL, 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 TPNODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPNODL 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 TPNODL.

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 TPNODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPNODL and upon execution of confidentiality agreements satisfactory to the TPNODL 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. TPNODL 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 TPNODL. 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 TPNODL under the Contract shall be passed on to the TPNODL. The TPNODL 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

Approved Copy of GCC (TPNODL)-Rev01

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 19 of 47

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 TPNODL.

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 TPNODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPNODL.

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 TPNODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPNODL 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 TPNODL 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 TPNODL is held liable for by any court judgement. In this connection, the TPNODL 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 TPNODL 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 TPNODL 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 TPNODL.

The TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 20 of 47

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 TPNODL 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 TPNODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPNODL.

TPNODL 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.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 21 of 47

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

TPNODL 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 be executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract 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 TPNODL, 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 TPNODL, 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.

TPNODL 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 TPNODL and not due to any breach of contract conditions by the associate, TPNODL at its discretion shall consider compensating all reasonable additional costs incurred by Associate in lieu of suspension of

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 22 of 47

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 TPNODL.

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 TPNODL 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.

22 TERMINATION OF CONTRACT

22.1 Termination for Default/Breach of Contract

The contract / PO /RC shall be subject to termination by TPNODL 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 TPNODL 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 TPNODL 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 TPNODL.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the associate for the first time, TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 23 of 47

TPNODL then TPNODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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

Without prejudice to its right to terminate for breach of contract, TPNODL 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 TPNODL 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 TPNODL.
- 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 TPNODL 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 TPNODL 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 TPNODL 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 TPNODL 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 TPNODL 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.

In the event of such termination, TPNODL 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 TPNODL may deem fit or may itself provide any labor or materials and

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 24 of 47

perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPNODL 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 TPNODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPNODL 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, TPNODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPNODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPNODL.

22.2 Termination for Convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPNODL 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 TPNODL

TPNODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPNODL 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 TPNODL or suspended by the arbitrator. Further, TPNODL 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 Bhubaneswar and any matter arising here from shall be subject to applicable law in force in India.

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 25 of 47

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 TPNODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPNODL 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 TPNODL on acceptance of material by store/site after Inspection.

However, such passing of title of ownership and property to the TPNODL 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 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 TPNODL.
- b) TPNODL 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. TPNODL reserves the exclusive right to assign the policy.
- 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 TPNODL 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) TPNODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 26 of 47

- f) The policy shall ensure that the TPNODL'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 TPNODL 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. TPNODL, 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 TPNODL and without affecting the completion time.

28.0 SUGGESTIONS & FEEDBACK

We welcome all our Business Associates to write to us about their experience with TPNODL; 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 to HOD Contracts by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-I*.

29.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, he may contact to HoD-Contracts and Finance.

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
10.	Tata Code of Conduct	I

ANNEXURE-A

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 27 of 47

PROFORMA FOR BID SECURITY BANK GUARANTEE

**TP Northern Odisha Distribution Limited
Balasore**

WHEREAS, (Name of the Bidder) _____
(hereinafter called "the BIDDER") has submitted his bid dated _____ for the
(Tender No. & 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
TPNODL in the sum of _____ for which payment well and truly to be
made to the TPNODL 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 TPNODL 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 TPNODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPNODL 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)

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 six months must be kept up

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	01 dtd 01.12.2021	Page 28 of 47

- c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

TP Northern Odisha Distribution Ltd.

Balasore

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") 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 29 of 47

your exercising any of your rights with 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 Balasore branch and claim will also be payable at Balasore Branch (to be confirmed by Balasore Branch by a letter to that effect in case BG is from the branch outside Balasore).
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 six 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 30 of 47

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 TPNODL 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 TPNODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPNODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPNODL 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 TPNODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Place

Name

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 31 of 47

ANNEXURE-D

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

To be printed on the letterhead

To,

TPNODL,

Balasore

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 32 of 47

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 "TPNODL 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

☐ Balsore ☐ Within 200 kms from Balsore ☐ More than 200 kms from Balsore

Your nearly turnover with TPNODL

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

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 33 of 47

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	TPNODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPNODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPNODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPNODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPNODL 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						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 34 of 47

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	TPNODL never defaults on contractual terms						
15	In TPNODL 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	TPNODL Employees follow Ethical behaviour						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS				
Rev. No	0	Page 35 of 47			

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

SECTION – C

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

S. No.	Parameters	Certainly No	Probably No	Certainly Yes	Probably Yes	Remarks/ Suggestion
1	Based on your experience with TPNODL, would you like to continue your relationship with TPNODL?					
2	If someone asks you about TPNODL, would you talk “positively” about					

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 36 of 47

	TPNODL?					
3	Would you refer TPNODL 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 TPNODL, 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.

Please spare your thoughts for TPNODL'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 TPNODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPNODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, attitudes 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 TPNODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s & 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>	

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 37 of 47

5	Inspection & quality assurance support for timely job completion
---	--

We thank you for your time and courtesy!!

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, TPNODL intends to use the reverse auctions through ARIBA 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. TPNODL 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. TPNODL will make every effort to make the bid process transparent. However, the award decision by TPNODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPNODL, 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 TPNODL.
6. In case of intranet medium, TPNODL shall provide the infrastructure to bidders. Further, TPNODL 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 outrightly rejected by TPNODL.
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 TPNODL 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 TPNODL.
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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 39 of 47

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 TPNODL well in time at our own. Further, we kept TPNODL 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)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 40 of 47

ANNEXURE-H
VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)			
Part A			
1.0	DETAILS OF THE FIRM		
	1.1	NAME (IN CAPITAL LETTERS)	
	1.2	TYPE OF CONCERN (PROPRIETARY) PARTNERSHIP PVT.LTD., PUBLIC LTD. ETC.	
	1.3	YEAR OF ESTABLISHMENT	
	1.4	LOCATION OF OFFICE POSTAL ADDRESS	
	1.5	CONTACT DETAIL OF BA's REPRESENTATIVE NAME E-MAIL ID CELL NO.	
	1.6	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
2.0	PRODUCTS / SERVICES BEING OFFERED		:
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT).		:
4.0	AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF PAN CARD		:
5.0	AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF GST REGISTRATION		÷
6.0	APPLICABILITY UNDER MSME CERTIFICATION		÷
7.0	BA BELONGS TO AA COMMUNITY (SC/ST)		÷
8.0	DOCUMENTS VERIFYING ADDRESS PROOF (SUPPORTED BY ANY GOVT. ISSUED DOCUMENT)		÷

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 41 of 47

9.0	TECHNICAL		
	9.1	NO.OF DESIGN ENGINEERS (INDICATE NO.OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	9.2	NO.OF DRAUGHTSMEN	:
	9.3	COLLABORATION DETAILS (IF ANY)	:
		9.3.1 DATE OF COLLABORATION	:
		9.3.2 NAME OF COLLABORATOR	:
		9.3.3 RBI APPROVAL DETAILS	:
		9.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		9.3.5 DURATION OF AGREEMENT	:
	9.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	9.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	9.6	QUALITY OF DRAWINGS	:
10.0	MANUFACTURE		
	10.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	10.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	10.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENTS AS APPLICABLE)	:
		10.3.1 MATERIAL HANDLING	:
		10.3.2 MACHINING	:
		10.3.3 FABRICATION	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 42 of 47

		10.3.4 HEAT TREATMENT	:
		10.3.5 BALANCING FACILITY	:
		10.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	10.4	SUPERVISORY STAFF	:
	10.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	10.6	NO. OF SHIFTS	:
	10.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	10.8	WORKMANSHIP	:
	10.9	MATERIAL IN STOCK AND VALUE	:
	10.10	TRANSPORT FACILITIES	:
	10.11	CARE IN HANDLING	:
11.0	INSPECTION / QC / QA / TESTING		
	11.1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
	11.2	INDEPENDENCE FROM PRODUCTION	:
	11.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	11.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	11.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	11.6	STAGE INSPECTION AND DOCUMENTATION	:
	11.7	SUB-ASSEMBLY & DOCUMENTATION	:
	11.8	FINAL INSPECTION AND DOCUMENTATION	:
	11.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	11.10	TYPE TEST FACILITIES	:
	11.11	ACCEPTANCE TEST FACILITIES	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 43 of 47

	11.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	11.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	11.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	11.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED 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	:
12.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)		:
13.0	SALES, SERVICE AND SITE ORGANISATIONAL DETAILS		:
14.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)		:
15.0	POWER SITUATION		:
16.0	LABOUR SITUATION		:
17.0	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED		
Part C Supporting Documents			

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 44 of 47

18.0	DOCUMENTS TO BE ENCLOSED:	
	1. Factory License 2. ISO Certificate 3. Registration of Central Excise 4. Income Tax Clearance. 5. PF Registration 6. ESI Registration 7. Insurance for Workman Compensation Act No. 8. Electrical Contract LIC No. 9. PAN No. 10. GST Registration 11. MSME Certification 12. WC Tax Registration 13. Organogram of Co. having organogram of Design, safety, quality, production and other teams. 14. Details of subscription of BIS, IEC, IEE, ASTM or other. 15. Details of the team in Design, Quality, Safety, Production. 16. List of manufacturing equipment as per Part C. 17. List of calibrated equipment as per Part C. 18. List of clients and order executed in past two years. 19. Complaint escalation matrix. 20. Performance Certificates of same product from Minimum two utilities. 21. e-Payment Form as per enclosed Annexure-G	

*** 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).
- The relaxation available for BAs under SC / STs shall be as per GCC for Tender Fees, EMD, PBG and Turnover criteria.

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

Annexure-G (e-Payment detail form) must be filled by Associate along with this form.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 45 of 47

ANNEXURE-I
MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,
Chief (Contracts & MM)
TPNODL,
Balasore

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 46 of 47

Annexure-J

TATA CODE OF CONDUCT (TCoC)

Introducing Tata Code of Conduct (TCoC) in GCC, the following clause is proposed for inclusion as per suggestions from Chief Ethics Counsellor -

“TCoC is the overarching policy framework that applies to all TATA Group companies including TPNODL. TCoC provides for stakeholder-wise approach in each of the seven chapters.

The chapter “Our Value Chain Partners” states the policy as follows:

1. We shall select our suppliers and service providers fairly and transparently.
2. 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.
3. 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.
4. 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.
5. We respect our obligations on the use of third party intellectual property and data.

In case any Ethical Concern is faced during the course of your business dealings BA can write to Chief- Contracts & MM and CEO.

TPNODL is committed to follow Core Values and Core Principles mentioned in TCoC, cited below, in carrying out various activities as well as in discharge of bi-lateral and multi-lateral obligations involving other entities/organizations:

Core Values:

All six core values are already mentioned in GCC.

Core Principles:

1. **Zero tolerance to bribery or corruption** in any form.
2. Committed to **good corporate citizenship**
3. Contribute to the **economic development of the communities** of the countries & regions we operate in.
4. No compromise on **Safety**
5. Our conduct shall be **fair & transparent**
6. Respect the **human rights & dignity** of our stakeholders
7. **No unfair discrimination** of any kind
8. Statements made to stakeholders shall be **truthful** & made in **good faith**
9. Not engage in any restrictive or **unfair trade practice**
10. Provide avenues for our stakeholders to **raise concerns in good faith**
11. Environment **free from fear** of retribution to deal with concerns that are raised
12. Expect the leaders to be **role model**

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No		Page 47 of 47

13. **Comply with the laws** of the countries in which we operate

Gift Policy:

Principles for acceptance of gifts/benefits –

A gift or benefit may be accepted only if it complies with all of the following principles:

- ✓ it does not influence,
- ✓ does not have the potential to influence, an employee in such a way as to compromise or appear to compromise integrity and impartiality
- ✓ does not create a conflict of interest or perception of conflict of interest;

Principles for non-acceptance of gifts/benefits -

The gift or benefit may not be accepted or given if any of the following principles apply:

- ✓ causes the recipient or donor **to act in partial manner** in the course of duty
- ✓ apprehension of the recipient becoming **obligated to the donor**
- ✓ it is **not offered openly**
- ✓ if is an **offer of money** or something readily convertible to money (e.g. Shares)

Violation –

1. Not abiding with this policy would constitute violation of “Our Employees” Stakeholder group Clause “Gifts and Hospitality” of the Tata Code of Conduct (TCoC) 2015. Prompt action will be taken against violations.
 2. Any deviation from this policy must be supported by appropriate rationale and must be duly approved by CEO who is also the Principal Ethics Officer. In any case, in dealing with such deviations, the spirit of the TCoC should in no case be compromised.
2. If it is determined that an employee / associate has violated this policy, appropriate action including termination of the employee's / associate's employment or association with TPNODL may be decided upon.

	TP SOUTHERN ODISHA DISTRIBUTION LIMITED			
	WORK INSTRUCTION /OPERATING GUIDELINES			
Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS			
Rev. No	3	Rev. Dt.	28.07.2022	Page 1 of 48

CONTENTS	
CLAUSE NO.	DESCRIPTION
1.0	ORGANIZATIONAL VALUES
2.0	ETHICS
3.0	CONTRACT PARAMETERS
3.1	Issue/Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/ Time
3.5	Contract Execution Completion Date
3.6	Contract Price /Value
3.7	Contract Document
3.8	Contract Language
3.9	Reverse Auction
4.0	SCOPE OF WORK
5.0	PRICES/RATES/TAXES
5.1	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Quantity Variation
6.2	Full and Final Payment
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Preferential norms for procurement from MSMEs registered in the State of Odisha
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Material/Equipment/Works Quality

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 2 of 48

CONTENTS	
CLAUSE NO.	DESCRIPTION
10.3	Adherence to Rules & Regulations
10.4	Specifications and Standards
11.0	INSPECTION/PARTICIPATION
11.1	Right to Carry Out Inspection
11.2	Facilitating Inspection
11.3	Third Party Nomination
11.4	Waiver of Inspections
11.5	Incorrect Inspection Call
12.0	MDCC & DELIVERY OF MATERIALS
12.1	Material Dispatch Clearance Certificate
12.2	Right to Rejection on Receipt
12.3	Consignee
12.4	Submission of Mandatory Documents on Delivery
12.5	Dispatch and Delivery Instructions
13.0	GUARANTEE
13.1	Guarantee of Performance
13.2	Guarantee period
13.3	Failure in Guarantee period (GP)
13.4	Cost of repairs on failure in GP
13.5	Guarantee Period for Goods Outsourced
13.6	Latent Defect
13.7	Support beyond the Guarantee Period
14.0	LIQUIDATED DAMAGES
14.1	LD Waiver Request
15.0	UNLAWFUL ACTIVITIES
16.0	CONFIDENTIALITY
16.1	Documents
16.2	Geographical Data
16.3	Associate's Processes
16.4	Exclusions
16.5	Violation

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 3 of 48

CONTENTS	
CLAUSE NO.	DESCRIPTION
17.0	INTELLECTUAL PROPERTY RIGHTS
18.0	INDEMNITY
19.0	LIABILITY & LIMITATIONS
19.1	Liability
19.2	Limitation of Liability
20.0	FORCE MAJEURE
21.0	SUSPENSION OF CONTRACT
21.1	Suspension for Convenience
21.2	Suspension for Breach of Contract Conditions
21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACT
22.1	Termination for Default/Breach of Contract
22.2	Termination for Convenience of Associate
22.3	Termination for Convenience of TPSODL
23.0	DISPUTE RESOLUTION AND ARBITRATION
23.1	Governing Laws and jurisdiction
24.0	ATTRIBUTES OF GCC
24.1	Cancellation
24.2	Severability
24.3	Order of Priority
25.0	ERRORS AND OMISSIONS
26.0	TRANSFER OF TITLES
27.0	INSURANCE
28.0	SUGGESTIONS & FEEDBACK
29.0	CONTACT POINTS
30.0	LIST OF ANNEXURES

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 4 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 5 of 48

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

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).

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 6 of 48

- 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).
- 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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 7 of 48

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.

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 8 of 48

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:

- 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 9 of 48

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.

(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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 10 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 11 of 48

- 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 Preferential norms for procurement from MSMEs registered in the State of Odisha

- i. MSME Business Associate registered in the State of Odisha is requested to inform the TPSODL if they fall under provisions of the Micro, Small and Medium Enterprises (MSME) Category and provide necessary documents to TPSODL. The Associate also needs to mention the relevant details on their invoice / bill.
- ii. MSME Business Associate registered in the State of Odisha 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. **Tender Fees** - To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
- iv. **Earnest Money Deposit (EMD)** - 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.

v. Qualification Requirement for Open Tenders

Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

For Technical Qualification, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.

- vi. **Performance Bank Guarantees**- Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 12 of 48

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.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 13 of 48

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.
- 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 14 of 48

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.

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 15 of 48

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.
- 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:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 16 of 48

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
8	Device data in CD as per template for metering items	Wherever applicable

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 17 of 48

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 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 18 of 48

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.

13.6 Latent Defect

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

13.7 Support beyond the Guarantee Period

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

14.0 LIQUIDATED DAMAGES

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

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

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

For the purpose of calculating and applying LD, each delivery lot shall be considered separately. For delay of each week and part thereof, from the delivery schedule specified for the lot, 1% of the

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 19 of 48

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.

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 20 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 21 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 22 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 23 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 24 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 25 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 26 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 27 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 28 of 48

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 29 of 48

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

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

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

28.0 SUGGESTIONS & FEEDBACK

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 30 of 48

29.0 CONTACT POINTS

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

30.0 LIST OF ANNEXURES

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 31 of 48

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)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 32 of 48

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 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 _____% 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 33 of 48

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 Berhampur branch of the bank. However, in specific scenario, where Treasury Branch of the bank is not available at Berhampur, then any claim / extension under the guarantee can be lodge-able at Bhubaneswar branch of the bank.
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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 34 of 48

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)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 35 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 36 of 48

ANNEXURE-E

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

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

You are associated with us for

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

Your office is located at

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

Your nearly turnover with TPSODL

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

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 37 of 48

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)						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS				
Rev. No	3	Page 38 of 48			

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						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS				
Rev. No	3	Page 39 of 48			

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

SECTION – C

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

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

SECTION - D

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

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

SECTION – E

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 40 of 48

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

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

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

We thank you for your time and courtesy!!

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 41 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 43 of 48

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)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 44 of 48

ANNEXURE-H
VENDOR APPRAISAL FORM

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 45 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 46 of 48

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 47 of 48

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

*** 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	3	Page 48 of 48

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

	TP WESTERN ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT –SUPPLY ORDERS	
Rev. No	0	Page 1 of 44

CONTENTS	
CLAUSE NO.	DESCRIPTION
1.0	ORGANIZATIONAL VALUES
2.0	ETHICS
3.0	CONTRACT PARAMETERS
3.1	Issue/Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/ Time
3.5	Contract Execution Completion Date
3.6	Contract Price /Value
3.7	Contract Document
3.8	Contract Language
3.9	Reverse Auction
4.0	SCOPE OF WORK
5.0	PRICES/RATES/TAXES
5.1	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Quantity Variation
6.2	Full and Final Payment
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Material/Equipment/Works Quality
10.3	Adherence to Rules & Regulations
10.4	Specifications and Standards
11.0	INSPECTION/PARTICIPATION
11.1	Right to Carry Out Inspection
11.2	Facilitating Inspection
11.3	Third Party Nomination
11.4	Waiver of Inspections
11.5	Incorrect Inspection Call

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 2 of 44

CONTENTS	
CLAUSE NO.	DESCRIPTION
12.0	MDCC & DELIVERY OF MATERIALS
12.1	Material Dispatch Clearance Certificate
12.2	Right to Rejection on Receipt
12.3	Consignee
12.4	Submission of Mandatory Documents on Delivery
12.5	Dispatch and Delivery Instructions
13.0	GUARANTEE
13.1	Guarantee of Performance
13.2	Guarantee period
13.3	Failure in Guarantee period (GP)
13.4	Cost of repairs on failure in GP
13.5	Guarantee Period for Goods Outsourced
13.6	Latent Defect
13.7	Support beyond the Guarantee Period
14.0	LIQUIDATED DAMAGES
14.1	LD Waiver Request
15.0	UNLAWFUL ACTIVITIES
16.0	CONFIDENTIALITY
16.1	Documents
16.2	Geographical Data
16.3	Associate's Processes
16.4	Exclusions
16.5	Violation
17.0	INTELLECTUAL PROPERTY RIGHTS
18.0	INDEMNITY
19.0	LIABILITY & LIMITATIONS
19.1	Liability
19.2	Limitation of Liability
20.0	FORCE MAJEURE
21.0	SUSPENSION OF CONTRACT
21.1	Suspension for Convenience
21.2	Suspension for Breach of Contract Conditions
21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACT
22.1	Termination for Default/Breach of Contract
22.2	Termination for Convenience of Associate
22.3	Termination for Convenience of TPWODL

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 3 of 44

CONTENTS	
CLAUSE NO.	DESCRIPTION
23.0	DISPUTE RESOLUTION AND ARBITRATION
23.1	Governing Laws and jurisdiction
24.0	ATTRIBUTES OF GCC
24.1	Cancellation
24.2	Severability
24.3	Order of Priority
25.0	ERRORS AND OMISSIONS
26.0	TRANSFER OF TITLES
27.0	INSURANCE
28.0	SUGGESTIONS & FEEDBACK
29.0	CONTACT POINTS
30.0	LIST OF ANNEXURES

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 4 of 44

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 TPWODL, 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 TPWODL 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.
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.tatapower.com

3.0 CONTRACT PARAMETERS

3.1 Issue/Award of Contract

TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 5 of 44

On receipt of the contract, the associate shall return to TPWODL 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).
- 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 TPWODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 6 of 44

3.9 Reverse Auction

TPWODL 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. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form as mentioned in the Annexure J as a token of acceptance for the same.

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 TPWODL'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.

TPWODL 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 TPWODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPWODL 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 TPWODL.

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 TPWODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPWODL store/site & unloading & delivery at TPWODL stores/TPWODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 7 of 44

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 TPWODL 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 TPWODL 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 TPWODL.

6.0 TERMS OF PAYMENT

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

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

Bills/ invoices shall mention Supplier's GST Number. TPWODL 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 TPWODL and not on the basis of contract quantity.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 8 of 44

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 TPWODL 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, TPWODL 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 TPWODL 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.
- (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 TPWODL 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 TPWODL. 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 TPWODL indemnified always till completion of contracts.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 9 of 44

9.2 SA 8000

As TPWODL is SA 8000 compliant, it 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

TPWODL 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**

TPWODL 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 TPWODL 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.
- 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 10 of 44

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.

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 TPWODL/Consultants shall not in any way relieve the Associate from his responsibility and executing the works in accordance with the terms of contract.

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 TPWODL.

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 TPWODL 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 TPWODL. 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 TPWODL, 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 11 of 44

qualities of the bought out items without the prior written approval of the TPWODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPWODL. 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

TPWODL 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.
- 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 TPWODL during contract execution time.

All inspections and participations shall be carried out by TPWODL 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 TPWODL'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 TPWODL'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 TPWODL'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 TPWODL/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 TPWODL inspectors are not satisfied with the safety arrangements at the plant, TPWODL 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 TPWODL along with the inspection call, for scrutiny of TPWODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 12 of 44

The Associate and TPWODL 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 TPWODL for receiving clearance for dispatch of materials

11.3 Third Party Nomination

TPWODL 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 TPWODL as far as conducting the inspection.

11.4 Waiver of Inspections

TPWODL 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 TPWODL 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 TPWODL. Material delivered at TPWODL stores or at project site without a valid MDCC issued by the designated official of TPWODL 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 TPWODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 13 of 44

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.
- 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 Sambalpur	12 days
2	Within Sambalpur	5 days
3	Waiver*	3 working days

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

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 TPWODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPWODL.

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, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPWODL, Burla.

12.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPWODL 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
8	Device data in CD as per template for metering items	Wherever applicable

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 14 of 44

12.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	TPWODL material code and material description shall be mentioned in invoice and on material.
3	"Property of TPWODL" 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 TPWODL, Burla", Guarantee period and Associate's name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPWODL central store. For heavy item(s), crane will be provided by TPWODL [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 TPWODL for the equipment/material/service/work and where standard 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 15 of 44

intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied rendered under the contract, failed in Guarantee Period, TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL'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 TPWODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPWODL within 7 days of reporting the issue by TPWODL. 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, TPWODL shall have the benefit of any additional guarantee period if provided by the third party for the part supplied/executed by them.

13.6 Latent Defect

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

13.7 Support beyond the Guarantee Period

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

14.0 LIQUIDATED DAMAGES

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 16 of 44

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, TPWODL 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 TPWODL, 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, TPWODL 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 TPWODL as a proof of deduction/ recovery.

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 TPWODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPWODL, 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 TPWODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPWODL 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 TPWODL.

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 TPWODL shall not be published or

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 17 of 44

disclosed to the third parties or taken out of the country without prior written approval of the TPWODL and upon execution of confidentiality agreements satisfactory to the TPWODL 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. TPWODL 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 TPWODL. 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 TPWODL under the Contract shall be passed on to the TPWODL. The TPWODL 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 TPWODL.

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 TPWODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPWODL.

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 TPWODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPWODL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 18 of 44

18.0 INDEMNITY

The Associate shall at all times indemnify, keep indemnified and hold harmless the TPWODL 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 TPWODL is held liable for by any court judgement. In this connection, the TPWODL 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 TPWODL 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 TPWODL 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 TPWODL.

The TPWODL 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 TPWODL 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 TPWODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPWODL.

TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 19 of 44

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

TPWODL 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 be executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 20 of 44

- 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 TPWODL, 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 TPWODL, 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.

TPWODL 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 TPWODL and not due to any breach of contract conditions by the associate, TPWODL 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 TPWODL.

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 TPWODL 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.

22 TERMINATION OF CONTRACT

22.1 Termination for Default/Breach of Contract

The contract / PO /RC shall be subject to termination by TPWODL 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 TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 21 of 44

- 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 TPWODL 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 TPWODL.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the associate for the first time, TPWODL 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 TPWODL then TPWODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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

Without prejudice to its right to terminate for breach of contract, TPWODL 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 TPWODL 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 TPWODL.
- 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 TPWODL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 22 of 44

- d) It shall be open for TPWODL 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 TPWODL 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 TPWODL 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 TPWODL 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.

In the event of such termination, TPWODL 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 TPWODL 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 TPWODL 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 TPWODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPWODL 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 , TPWODL shall be entitled to bar the associates its agents , affiliates from undertaking any negotiation / tendering, bidding , participation activities concerning TPWODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPWODL.

22.2 Termination for Convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPWODL 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 TPWODL

TPWODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 23 of 44

23.0 DISPUTE RESOLUTION & ARBITRATION

In case of any dispute or difference the parties shall endeavor 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 Sambalpur. 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 TPWODL or suspended by the arbitrator. Further, TPWODL 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 Sambalpur and any matter arising here from shall be subject to applicable law in force in India.

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 TPWODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPWODL 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 TPWODL on acceptance of material by store/site after Inspection.

However, such passing of title of ownership and property to the TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 24 of 44

27.0 INSURANCE

The Contractor 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 TPWODL.
- b) TPWODL 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. TPWODL reserves the exclusive right to assign the policy.
- 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 TPWODL 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) TPWODL 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 TPWODL'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 TPWODL 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. TPWODL, 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 TPWODL and without affecting the completion time.

28.0 SUGGESTIONS & FEEDBACK

We welcome all our Business Associates to write to us about their experience with TPWODL; 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-I*. You can also log on to our website www.tatapower.com to provide your feedback.

- Suggestions for us
- Feedback form
- Knowledge Sharing/ Experience with TPWODL

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 25 of 44

- Any issues with TPWODL.

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

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.tatapower.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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 26 of 44

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

**TP Western Odisha Distribution Ltd
Burla**

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 Western Odisha Distribution Ltd (TPWODL) in the sum of _____ for
which payment well and truly to be made to the TPWODL 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 TPWODL 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 TPWODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 27 of 44

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)

ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

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

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

TP Western Odisha Distribution Ltd

Burla

CP cum EP BG No.....

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

- You have entered into a Contract No _____ with M/s. _____
(hereinafter referred to as "the Vendor") 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.
- 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.
- 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 28 of 44

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

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 29 of 44

your exercising any of your rights with 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 Sambalpur branch and claim will also be payable at Sambalpur Branch (to be confirmed by Sambalpur Branch by a letter to that effect in case BG is from the branch outside Sambalpur).
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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 30 of 44

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 TPWODL 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 TPWODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPWODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPWODL 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 TPWODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Place

Name

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 31 of 44

ANNEXURE-D

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

To be printed on the letterhead

To,

The TP Western Odisha Distribution Ltd,

Burla

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 32 of 44

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 "TPWODL 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

☐ Sambalpur ☐ Within 200 kms from Sambalpur ☐ More than 200 kms from Sambalpur

Your nearly turnover with TPWODL

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

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS			
Rev. No	0	Page 33 of 44		

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	TPWODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPWODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPWODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPWODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPWODL 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						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 34 of 44

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	TPWODL never defaults on contractual terms						
15	In TPWODL 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	TPWODL Employees follow Ethical behaviour						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS				
Rev. No	0	Page 35 of 44			

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

SECTION – C

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

S. No.	Parameters	Certainly No	Probably No	Certainly Yes	Probably Yes	Remarks/ Suggestion
1	Based on your experience with TPWODL, would you like to continue your relationship with TPWODL?					
2	If someone asks you about TPWODL, would you talk “positively” about					

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 36 of 44

	TPWODL?					
3	Would you refer TPWODL 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 TPWODL, 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.

Please spare your thoughts for TPWODL'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 TPWODL to adopt. Please give your valuable salient recommendations.

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	0	Page 37 of 44

	Performance Guarantee/EMD released in time	
5	Inspection & quality assurance support for timely job completion	

We thank you for your time and courtesy!!

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, TPWODL 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. TPWODL 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. TPWODL will make every effort to make the bid process transparent. However, the award decision by TPWODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPWODL, 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 TPWODL.
6. In case of intranet medium, TPWODL shall provide the infrastructure to bidders. Further, TPWODL 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 TPWODL.
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 TPWODL 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 TPWODL.
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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 39 of 44

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 TPWODL well in time at our own. Further, we kept TPWODL 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)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 40 of 44

ANNEXURE-H
VENDOR APPRAISAL FORM

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 41 of 44

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 42 of 44

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 43 of 44

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

*** 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY ORDERS	
Rev. No	16	Page 44 of 44

ANNEXURE-I
MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,
Chief (Procurement & Stores)
The TP Western Odisha Distribution Ltd,
Burla

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