

Open Tender Notification

For

**SITC work for Civil construction of Extension Building at OPCENEX
at TPNODL Area**

Tender Enquiry No.: TPNODL/OT/2021-22/163 Dt. 15.02.2022

Due Date for Tender Fee: 25.02.2022 [15:00 Hrs.]

Due Date for Bid Submission: 28.02.2022 [15:00 Hrs.]

**TP NORTHERN ODISHA DISTRIBUTION LIMITED
(A TATA Power and Odisha Government Joint Venture)
Contracts & Material Management Department,
Corporate Office, Januganj, Balasore-756019**

Procedure for Participating in Tender

Tender Enquiry No	Description	EMD (Rs. Lacs)	Tender Participation Fee (Rs)	Last date and time for Payment of Tender Participation Fee
TPNODL/OT/2021-22/163	SITC work for Civil Construction of Extension Building at OPCENEX at TPNODL Area	2.00	5000	25-02-2022 15:00 hrs

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

***** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST.***

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 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.

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

Procedure to Participate in Tender.

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

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

Beneficiary Name – TP Northern Odisha Distribution Limited
Bank Name – Union Bank of India
Branch Name – Balasore Branch
Account No – 500601010280332
IFSC Code – UBIN0550060

E-mail with necessary attachment to be sent to swetaraj.parida@tpnodl.com with copy to vipin.chauhan@tpnodl.com; before last date and time for payment of Tender Fee.

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

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

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

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

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

Also all future corrigendum to the said tender will be informed on Tender section on website www.tpnodl.com

OPEN TENDER NOTIFICATION
FOR
SITC work for Civil construction of Extension Building at OPCENEX
at TPNODL Area

Tender Enquiry No.: TPNODL/OT/2021-22/163 Dt. 15.02.2022

Due Date for Tender Fee: 25.02.2022 [15:00 Hrs.]

Due Date for Bid Submission: 28.02.2022 [15:00 Hrs.]

CONTENTS OF THE ENQUIRY

S. No.	PARTICULARS
1.	Event Information
2.	Evaluation Criteria
3.	Submission of Bid Documents
4.	Bid Opening & Evaluation process
5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
Annexures	
I.	Annexure I – Schedule of Items
II.	Annexure II – Scope of work/ Service Level Agreement / Technical Specification
III.	Annexure III – Schedule of Deviations
IV.	Annexure IV – Schedule of Commercial Specifications
V.	Annexure V – Document Check List
VI.	Annexure VI – Acceptance Form for Participation in Reverse Auction Event
VII.	Annexure VII – General Condition of Contract

1.0 Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested Bidders for entering into a Purchase Order as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	SITC work for Civil Construction of Extension Building at OPCENEX at TPNODL Area	200000	5000

1.2 Availability of Tender Documents

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

Bidders are requested to visit TPNODL website www.tpnodl.com regularly for any modification / clarification to the bid documents.

1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from TPNODL Website	From 17.02.2022 onwards
(b)	Date by which interested and eligible vendors to pay tender fee and confirm participation in accordance with "Procedure for participating in tender"	25-02-2022 15:00 hrs
(c)	Date & Time of Pre-Bid Meeting (If any)	Not applicable due to COVID- 19. Queries to be answered through e-mail / TPNODL Tender Website.
(d)	Last Date of receipt of pre-bid queries, if any	21.02.2022: 15:00 Hrs
(e)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	22.02.2022: 15:00 Hrs
(f)	Last date and time of receipt of Bids	28.02.2022: 15:00 Hrs
(g)	Date & Time of opening technical bids & EMD (Envelope-1)	28.02.2022: 15:30 Hrs
(h)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.

- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Proper authorization letter / Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/ Rejection

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

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

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

1.7 Qualification Criteria

- 1.7.1 Bidder should have an average annual turnover of Rs. 50 Lacs in any last 3 three financial years- FY 17-18, FY 18-19, FY 19-20 & FY 20-21 ending on 31st March of the previous financial year. Balance Sheet, profit and account statement / CA Certificate for turn over shall be submitted as along with the Bid. UDIN is must for 2019-20 & 20-21 statements onwards.
- 1.7.2 The bidder must have experience of carrying out general civil works (e. g. civil foundation, PCC, RCC works, brick work, plastering, tiling works, structural steel works, excavation works, etc.) with cumulative orders equal to **Rs. 1 Cr** or one single order of at least **Rs. 50 Lacs** or 2 orders of at least **Rs. 25 Lacs (each)** in last 4 years. Order copies has to be submitted as documentary proof, 31st march of above mentioned financial years shall be treated as the cutoff date for the purpose of calculation of no. of years.
- 1.7.3 Bidder must have the Work order / Performance certificates of completed jobs. The copy of performance certificate to be submitted in this regard.
- 1.7.4 Bidder must have all Statutory Compliance like Valid PAN, GSTN, ESI registration, EPF registration and Labour License . Bidder must submit the copy of all these

Registrations. In case Bidder don't have these certificates, they shall provide the undertaking of the same that these certificates shall be submitted post awarding the contract.

1.8 Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPNODL 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 behaviour that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.9 Supplier Confidentiality

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

2.0 Evaluation Criteria

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

NOTE: In case of a new bidder not registered, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However TPNODL 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 TPNODL shall be final and binding on the bidder in this regard.

Price Variation Clause: The prices shall remain **firm** during the entire contract period.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: “EMD” of Rs. 200000/- (Rupees Two Lakhs only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. 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.

TP Northern Odisha Distribution Limited Bank Details for transferring Tender Fee and EMD is as below:

Account Name: The TP Northern Odisha Distribution Limited.

Bank Name: Union Bank of India, Balasore

Bank Account No. : 500601010280332

IFSC Code: UBIN0550060

In case of submission of EMD in shape of Bank Guarantee, original hard copy shall be sealed in separate envelope clearly indicating Tender Reference Number, Name of Tender and Name of Business Associate and shall be addressed to:

HOD (Contracts)

**The TP Northern Odisha Distribution Limited,
1st Floor Nocci Business Park, Balasore- 756001, Odisha.**

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

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

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

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail. Price Bids have to be mandatorily submitted only through e-procurement portal of TPNODL. Bids submitted through any other form / route shall not be admissible. The interested bidders are requested to obtain user name and password for purpose of bid submission through e-procurement portal of TPNODL, Balasore.

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:

Package Owner - Contracts

Name: Mr. Swetaraj Parida

Contact No.: +91 9556571693

E-Mail ID: swetaraj.parida@tpnodl.com

HoD- Contracts & MM

Name: Mr. Vipin Chauhan

Contact No: +91 9717393121

E-Mail ID: vipin.chauhan@tpnodl.com

3.3 Bid Prices

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

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

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

Or

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

3.9 Type Tests (if applicable)

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

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

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

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

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPNODL.

4.3 Preliminary Examination of Bids/ Responsiveness

TPNODL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. TPNODL 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, TPNODL will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

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

4.4 Techno Commercial Clarifications

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

4.5 Price Bid Opening

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

4.6 Reverse Auctions

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 and reserves the rights to conduct the manual negotiation with the BA who is declared L1 after Reverse Auction.. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

5.0 Award Decision

TPNODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause

2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/LOI solely depends on TPNODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPNODL may deem relevant.

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

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

6.0 Order of Preference/Contradiction:

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

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

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- After finalization of tender, PO shall be issued on successful bidder.
- Project Delivery time is 03 months from the date of award of LOI / Work Order. Time is the essence of contract. BA has to ensure completion and handing over of the Project to TPNODL in all respects within stipulated time period.
- Contractor Safety Management System along with its amendments as issued time to time by TPNODL shall be applicable in this contract. All new amendments shall be effective from the date of their issue or from its date of intimation to the vendor by TPNODL whichever is later.
- TPNODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPNODL. The vendor shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between TPNODL and the vendor in such case.
- In case, a mutual consensus on the rates and other terms and conditions is not reached at between TPNODL and the vendor, TPNODL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by TPNODL to maintain uninterrupted work conditions at site.
- Performance Bank Guarantee amounting to 10% of the Order value shall be submitted by the BA within 15 days from the date of award of Purchase Order, as per GCC for a period equivalent to guarantee period plus one month.
- TPNODL appreciates and welcomes the engagement / employment of persons from SC/ST community or any other deprived section of society by their BAs.

- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPNODL.
- All statutory compliances shall be ensured by BA.
- TPNODL shall short close the issued PO, in case of any quality issues.
- Any change in statutory taxes, duties and levies shall be borne by **TPNODL**.
- **Quotation** in all BOM items is mandatory, and bid shall be rejected if any line item of BOQ is found blank in price bid.
- All other terms and conditions of **TPNODL** GCC Supply shall be applicable.

7.2 Drawing Submission & Approval

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

7.3 Delivery Terms / Completion Period

The work shall be completed within 3 months from date of issuance of order. The Work completion schedule shall be subject to site clearance and drawing approval given by TPNODL. Any delay on TPNODL towards site clearance, drawing approval etc. shall be considered for time extension. However, LD shall be applicable as per GCC for any delay counted on vendor part.

7.4 Warranty/ Guarantee Period

Guarantee period shall be 12 months from the date of Completion of Job.

Other details of guarantee clause will remain the same as mentioned in attached technical specification.

7.5 Payment Terms

100% Payment shall be released within 45 days from the date of submission of error free invoices / bills, duly certified by the Civil Department of TPNODL, to be discharged as under:-

A. 80% on account payment against the actual executed value certified by EIC of TPNODL in running bill on pro-rate basis. Documents to be provided with invoices / bills: Joint measurement sheet / material verification sheet duly verified by EIC.

B. Balance 20 % payment of the actual executed order value shall be paid after handing over of the complete system, including clearance of EIC, compliances of final punch point and after reconciliation of materials & adjustment of payments, based on the service entry sheet approved by EIC. The associate shall also submit No Demand Certificate at the time of receipt of full and final payment.

Business Associate shall submit the error free Bills/ Invoices in original in the name of TP Northern Odisha Distribution Ltd. to Invoice Desk (BIRD).

7.6 Climate Change

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

7.7 Ethics

- TPNODL is an ethical organization and as a policy TPNODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.
- TPNODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:
 - We shall select our suppliers and service providers fairly and transparently.
 - We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
 - Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
 - We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
 - We respect our obligations on the use of third party intellectual property and data.

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

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: pradip.sil@tpnodl.com

8.0 Specification and standards

Attached separately with tender.

9.0 General Condition of Contract

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

10.0 Safety

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

<http://www.tpnodl.com>

All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

ANNEXURE I
Schedule for Items

BOQ OF EXTENSION BUILDING AT OPCENEX FRAMED STRUCTURE

Sr. No.	Description of Item	Quantity	Unit	Rate (Rs)	Amount (Rs)
I	EARTHWORK				
1	Excavation in all types of ordinary soils / hard murrum including all necessary permissions, depositing / stacking of all materials, removal of vegetation, backfilling with excavated earth in layers, well watered, compacted, transporting of surplus excavated material for backfilling or stacking or spreading or removal of surplus excavated earth to authorised dumping yard beyond TPNODL Premises, Disposal is at the risk and cost of the Vendor. Vendor should ensure that this disposal cause no nuisance to the residents of town as directed for a depth from 0.0 to 1.5 mtrs. Net PCC area shall be considered for payment. rates quoted shall include necessary Dewatering, Shoring , Barricading , supporting to underground utilities etc. complete to make the excavated pit safe for working	750	Cum		
2	Excavation in all types of ordinary soils / hard murrum including all necessary permissions, depositing / stacking of all materials, removal of vegetation, backfilling with excavated earth in layers, well watered, compacted, transporting of surplus excavated material for backfilling or stacking or spreading or removal of surplus excavated earth to authorised dumping yard beyond TPNODL Premises Disposal is at the risk and cost of the Vendor. Vendor should ensure that this disposal cause no nuisance to the residents of town as directed for a depth from 1.5 to 3.0 mtrs Net PCC area shall be considered for payment. rates quoted shall include necessary Dewatering, Shoring , Barricading , supporting to underground utilities etc. complete to make the excavated pit safe for working	100	Cum		

3	Providing and filling fine sand in plinth and below foundations in layers along with compaction of the sand and providing all tools, tackles, materials, manpower, cost of loading, transporting, unloading, lifting, shifting and placing the sand at the desi	220	Cum		
4	Providing & laying dry trap granite/quartzite/gneiss/rubble stone soling with maximum 230mm size hard stone set in regular lines, hand packed and interstices thoroughly filled with small chips including filling in with good quality murum/sand, water and compacted with 8 to 10 tonne rollers , etc. complete in all aspects as directed by the Engineer-in-Charge.	140	Cum		
5	Diluting and injecting chemical emulsion of Chlorophosphos Emulsifiable concentrate 20% with 1% concentration for Pre-Constructional Anti-termite treatment and creating a continuous chemical barrier under and around the column pits, wall trenches, basement excavation, top surface of plinth filling, junction of wall and floor, along the external perimeter of building, expansion joints, over the top surface of consolidated earth on which apron is to be laid, surroundings of pipes and conduits, etc. complete as per specifications. (Treatment to be carried out at various levels and as per specifications. After completion of entire treatment, only plinth area of the building at ground floor shall be measured for payment.) (Contractor to submit guarantee on Rs. 1000 stamp paper, guaranteeing against termite attack for a period of 5 years.)	293	Sqm		

6	Dismantling and disposal of brick masonry at all levels and listing the scrap material as directed by the Engineer-in-Charge with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge. The rate quoted shall be inclusive of factors like local statutory authorities disposal, Royalty & Collector's permission, stacking, spreading and backfilling, etc. (Contractor to take permission from Collector/concern authorities for the dumping place in consultation with the Municipal and/or other Local Authorities & Debris Management Cell. Contractor should ensure that this disposal cause no nuisance to the residents of town. Disposal is at the risk and cost of the Contractor.)	100	Cum		
7	Demolishing / removing Plaster of various thickness and transporting debris within companies premises or as directed including providing scaffolding, ladders, tools, tackles and pneumatic equipment as directed	171	Sqm		
8	Dismantling and disposal of plain concrete at all levels and listing the scrap material, with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge. The rate quoted shall be inclusive of disposal of debris to authorised dumping yard beyond TPNODL Premises, Disposal is at the risk and cost of the Vendor. Vendor should ensure that this disposal cause no nuisance to the residents of town as directed.	15	Cum		
8	Dismantling and disposal of reinforced concrete at all levels and listing the scrap material, with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge. The rate quoted shall be inclusive of disposal of debris to authorised dumping yard beyond TPNODL Premises, Disposal is at the risk and cost of the Vendor. Vendor should ensure that this disposal cause no nuisance to the residents of town as directed.	40	Cum		

9	Dismantling and stacking AC or CGI sheets on roofs or partitions excluding removal of wooden or steel frame work, angle supports etc. complete. (Rate including returning AC sheets in usable condition to store) for AC or CGI Sheet in usable condition The rate quoted shall be inclusive of disposal of debris to authorised dumping yard beyond TPNODL Premises, Disposal is at the risk and cost of the Vendor. Vendor should ensure that this disposal cause no nuisance to the residents of town as directed	220.00	M2		
10	Dismantling and stacking including removal of wooden or steel frame work, angle supports etc. complete as directed for Doors / Windows / Ventilators. The rate quoted shall be inclusive of disposal of debris to authorised dumping yard beyond TPNODL Premises, Disposal is at the risk and cost of the Vendor. Vendor should ensure that this disposal cause no nuisance to the residents of town as directed	20.00	M2		
11	Dismantling and disposal of structural steel, listing the scrap material and returning the structural steel to Owner's store with all leads and lifts, etc. complete in all aspects as described and as directed by the Engineer-in-Charge.	0.1	MT		
12	Providing cartage service and transporting, excavated soil, debris, bricks, concrete, scrap wood including loading and unloading and disposing off to dumping sites approved by statutory bodies outside permises including submission of relevant documents, as applicable outside the station permises.(Note : Payable measurment shall be dismentaled qty. (Voids to be deducted as applicable when ever heap / truck measurements are taken))	20	cum		
II	CONCRETE AND ALLIED WORKS				

13	Providing and laying of M15 Grade using 20 mm downgraded aggregates above ground for coping to plinth or parapet, transomes and mullions, for protection of dowel bars of slabs, beams, columns, etc. moulded or chamfered as per drawing or as directed by the Engineer-in-Charge including shuttering, formwork, vibrating, compacting, curing, etc. complete for all lifts and levels.	6	Cum		
14	Providing and laying , M15 Grade using 20 mm downgraded aggregates below ground for blinding layer under R.C. foundation and bedding, bottom of pits, sumps, chambers, trenches, anchor blocks, rubble masonry and brick walls etc. as per drawing or as directed by the Engineer-in-Charge including vibrating, compacting, curing, shuttering if required, etc. complete.	56	Cum		
15	Providing and placing in position Ready Mix Concrete of M25 grade for all shapes, at all levels above or below ground including admixtures if any, centering, shuttering, scaffolding, vibrating, compacting, curing, dewatering, levelling, cutouts, openings, finishing, removal of formwork, Filling of all tie rod holes with non-shrink grout(Dr. Fixit Pidigrout 10M as per manufacturers specification) etc. complete, for all lead and lifts, to obtain class F1 finish with leak proof concrete as per specifications/drawings and as directed by the Engineer-in-Charge for the following items (excluding reinforcement and structural steel): All foundations including bottom slabs of tunnels, cable trenches, Underground tanks, pile caps, grade slabs, etc.	250	Cum		

16	Providing and placing in position Ready Mix Concrete of M25 grade for all shapes, at all levels above or below ground including admixtures if any, centering, shuttering, scaffolding, vibrating, compacting, curing, dewatering, levelling, cutouts, openings, finishing, removal of formwork, Filling of all tie rod holes with non-shrink grout(Dr. Fixit Pidigrout 10M as per manufacturers specification) etc. complete, for all lead and lifts, to obtain class F1 finish with leak proof concrete as per specifications/drawings and as directed by the Engineer-in-Charge for the following items (excluding reinforcement and structural steel): RCC columns, pedestals, brackets, retaining walls	139	Cum		
17	Providing and placing in position Ready Mix Concrete of M25 grade for all shapes, at all levels above or below ground including admixtures if any, centering, shuttering, scaffolding, vibrating, compacting, curing, dewatering, levelling, cutouts, openings, finishing, removal of formwork, Filling of all tie rod holes with non-shrink grout(Dr. Fixit Pidigrout 10M as per manufacturers specification) etc. complete, for all lead and lifts, to obtain class F1 finish with leak proof concrete as per specifications/drawings and as directed by the Engineer-in-Charge for the following items (excluding reinforcement and structural steel): RCC slabs, staircase steps, waist slabs, beams, lintels, chajjas, etc.	425	Cum		
18	Providing and placing in position Ready Mix Concrete of M25 grade for all shapes, at all levels above or below ground including admixtures if any, centering, shuttering, scaffolding, vibrating, compacting, curing, dewatering, levelling, cutouts, openings, finishing, removal of formwork, Filling of all tie rod holes with non-shrink grout(Dr. Fixit Pidigrout 10M as per manufacturers specification) etc. complete, for all lead and lifts, to obtain class F1 finish with leak proof concrete as per specifications/drawings and as directed by the Engineer-in-Charge for the following items (excluding reinforcement and structural steel): RCC sunshades, Architectural features like fins, pardi etc.	10	Cum		

19	Providing and placing in position precast concrete covers of M25 grade using 12mm downgraded coarse aggregates including centering, shuttering, scaffolding, vibrating, compacting, curing, dewatering, levelling, finishing, removal of formwork, lifting hooks, drain holes of required size and shape, etc. complete as per specifications/drawings and as directed by the Engineer-in-Charge but excluding reinforcement steel and edge protection angles.	1	Cum		
20	Providing Core Cutting holes in concrete required for services (if not provided in drawing earlier during casting) of thickness not exceeding 50 cm including grouting the same in cement concrete 1:1:2 after positioning of service lines, bolts, holes, etc. of 100mm diameter.	6	Nos		
21	Providing Core Cutting holes in concrete required for services (if not provided in drawing earlier during casting) of thickness not exceeding 50 cm including grouting the same in cement concrete 1:1:2 after positioning of service lines, bolts, holes, etc. of diameter exceeding 100mm but not exceeding 0.05 sq. m in area..	6	Nos		
22	Providing holes in masonry required for services (if not provided in drawing earlier during construction) upto 450mm deep including grouting the same in cement mortar 1:2 after positioning of service lines, bolts, holes, etc.	2	Sqm		
23	Providing and placing in position plum concrete of required thickness, at all depths with 33% boulders of size 150mm to 230mm and 67% Ready Mlx Concrete of M15 grade including shuttering, vibrating, compacting, curing, dewatering, levelling, finishing, removal of formwork, etc. complete as per specifications/drawings and as directed by the Engineer-in-Charge.	1	Cum		
III	STEEL WORKS				

24	Providing and fixing in position HYSD bar Reinforcement of primary make of grade Fe500 conforming to IS 1786 of various diameter for RCC members at all levels and locations, etc. as per detailed design, drawings and schedules including cutting, bending, hooking the bars, chairs, spacers, lapping, binding with 16 SWG soft annealed wires or tack welding and support as required and as directed by the Engineer-in-Charge, etc. complete. (Payments will be only for reinforcement bars. No separate payment will be made for laps, chairs, wastage and binding wires, etc.)	105.00	MT		
25	Providing structural steel work in rolled / builtup sections fixed with connecting plates or angles, gussets, cleats, channels as per drawings including cutting, fabricating, hoisting, erecting at all levels and locations, fixing in position, making welded/bolted connections and with two coats of zinc phosphate primer (One shop coat and one site coat) and painting with finishing coats of synthetic enamel paint to get desired finish, including scaffolding, preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge.	0.1	MT		
26	Supplying, cutting, fabricating and erecting M.S. anchor bolts, pipe sleeves, channels, angles, plates, rails, beams and all other types of inserts in concrete members and placing them in position as specified on drawings at all locations and at all levels, etc. including two coats of approved oil paint over one coat of zinc phosphate primer with finishing coats of synthetic enamel paint to get desired finish over exposed surfaces, including scaffolding, preparation of surfaces, transporting, loading, unloading etc. complete as directed by the Engineer-in-Charge.	0.1	MT		
Sub Total (I+II+III)					
GST (18%)					
Grand Total all inclusive Amount (Rs.)					

NOTE:

- The overall period of the project shall be for a period of 3 months.
- The quantity mentioned above is for evaluation purpose only and may vary during the execution.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.

Signature & Seal of the Bidder

CONFIDENTIAL

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 TPNODL's specifications:*

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

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

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

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

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of Excise Duty	Yes / No (If Yes, indicate % rate)
1d.	GST applicable at concessional rate	Yes / No (If Yes, indicate % rate)
1e.	Octroi payable extra	Yes / No (If Yes, indicate % rate)
1f.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable (For 3or5% of order value for guarantee period)	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of technical bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

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


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, TPNODL 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. 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 of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out-rightly rejected by 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

	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORK	
Rev. No	01 (dated 01.12.2021)	Page 1 of 78
Prepared By Imran Ahmad/ Swetaraj Parida	Reviewed By Vipin Chauhan	Approved By Sunil Bhattar

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 Execution Period/Time
3.7	Contract Price /Value
3.8	Contract Document
3.9	Contract Language
3.10	Reverse Auction
4.0	SCOPE OF WORK
4.1	Bid Evaluation- Commercial, Technical & Safety Evaluation
4.2	Indemnity
4.3	Display of notice boards at work site
4.4	Disposal of waste at site
4.5	Deployment of workforce
4.6	Damage of Properties
4.7	Issuance of material
4.8	Company's right to use works
4.9	Rights of TPNODL to vary the scope work
5.0	PRICES/RATES/TAXES
5.1	For Supply part of Contract

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 2 of 78

CONTENTS	
CLAUSE NO.	DESCRIPTION
5.2	For Service part of Contract
5.3	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Pre-Requisites for Payment
6.2	Bills & Invoices
6.3	Payment & Statutory Deductions
6.4	Guidelines for Raising Running/Final Bills
6.5	Quantity Variation
6.6	Full and Final Payment
6.7	All-Risk Insurance Policy
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
8.1	Relationship Bank Guarantee
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Compliance to Labour Laws
9.5	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
9.6	MSME Development Act 2006
9.7	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	SAFETY
12.0	INSPECTION/PARTICIPATION
12.1	Right to Carry Out Inspection

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 3 of 78

CONTENTS	
CLAUSE NO.	DESCRIPTION
12.2	Facilitating Inspection
12.3	Third Party Nomination
12.4	Waiver of Inspections
12.5	Incorrect Inspection Call
13.0	MDCC & DELIVERY OF MATERIALS
13.1	Material Dispatch Clearance Certificate
13.2	Right to Rejection on Receipt
13.3	Consignee
13.4	Submission of Mandatory Documents on delivery
13.5	Dispatch and Delivery Instructions
14.0	GUARANTEE
14.1	Guarantee of Performance
14.2	Guarantee period
14.3	Failure in Guarantee period (GP)
14.4	Cost of repairs on failure in GP
14.5	Guarantee Period for Goods Outsourced
14.6	Latent Defect
14.7	Support beyond the Guarantee Period
15.0	LIQUIDATED DAMAGES
15.1	LD Waiver Request
15.2	Material Recovery
16.0	ASSIGNMENT OR SUBCONTRACTING
17.0	UNLAWFUL ACTIVITIES
18.0	CONFIDENTIALITY
18.1	Documents
18.2	Geographical Data
18.3	Associate's Processes
18.4	Exclusions
18.5	Violation

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 4 of 78

CONTENTS	
CLAUSE NO.	DESCRIPTION
19	INTELLECTUAL PROPERTY RIGHTS
20	INDEMNITY
21	LIABILITY & LIMITATIONS
21.1	Liability
21.2	Limitation of Liability
22.0	FORCE MAJEURE
23.0	SUSPENSION OF CONTRACT
23.1	Suspension for Convenience
23.2	Suspension for Breach of Contract Conditions
23.3	Compensation in lieu of Suspension
24.0	TERMINATION OF CONTRACTS
24.1	Termination for default/breach of contract
24.2	Termination for convenience of associate
24.3	Termination for Convenience of TPNODL
25.0	Dispute resolution and Arbitration
25.1	Governing laws and jurisdiction
26.0	ATTRIBUTES OF GCC
26.1	Cancellation
26.2	Severability
26.3	Order of Priority
27.0	INSURANCE
28.0	ERRORS AND OMISSIONS
29.0	TRANSFER OF TITLES
30.0	SUGGESTIONS & FEEDBACK
31.0	CONTACT POINTS
32.0	LIST OF ANNEXURES

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 5 of 78

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. 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-P.

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 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.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 6 of 78

The date of expiry of Guarantee Period (detailed in section 12 of this document) 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 execution of all items in the schedule of quantities (Supply, Service and or both as applicable) shall be deemed as the Contract Execution Completion Date.

3.6 Contract Execution Period/Time

The Period from Contract Commencement Date to Contract Execution Completion Date shall be the Contract Execution Period/Time. Timely Completion of Works/Timely Delivery of Materials is the essence of the contract. The period from effective date of contract to the date stipulated for completion of delivery of all items/completion of all the works/services, as per schedule of quantities of the contract is defined as contract execution completion time. The Delivery of Materials /The Completion of Works, as applicable, should be achieved in all respects as per schedules of quantities and all the terms and conditions of the contract, in the contract execution time.

Any revision/amendment in the originally stipulated contract execution time has to be approved by authorized representative of TPNODL.

3.7 Contract Price /Value

The total all-inclusive price/value mentioned in the LOI/PO/RC of the contract document 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/actual measurement of work done and accepted and certified by the authorized representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 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.
- Letter of Intent (LOI/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)

3.9 Contract Language

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 7 of 78

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.

3.10 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 J. 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.

In addition to this TPNODL reserve the rights for manual negotiation even after the Reverse Auction.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 8 of 78

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 and Safety Evaluation

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

- **Safety Evaluation:** Business Associates may be required to submit a separate Safety Bid along with their Technical & Price Bids at the time of bidding, especially in cases where the expected contract value \geq Rs. 1 Cr. and which fall in high risk category as detailed in Annexure-N. In such cases, TPNODL shall also do a Safety Bid Evaluation along with Technical Evaluation to declare the Qualified Bidders.
- **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.

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

4.2 Indemnity

Associates shall undertake to fully indemnify TPNODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPNODL, arising due to reasons attributable to any, act, omission or negligence of the Associate the Associates, for the entire period of contract including period of guarantee.

Within 7 days of award of work, the Associates shall submit Indemnity Bond in the format as per Annexure-E to Order Issuing Authority.

Contract having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- E to Order Issuing Authority.

4.3 Display of Notice Boards at Work Sites

The Associate shall put up display notice board at each project site where the works are in progress indicating the information given below:

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 9 of 78

- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

4.4 Disposal of Waste at Site

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.

The associates shall follow the below criteria for disposal of waste at site during the execution of project.

- Associate shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/ Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Associate shall provide the appropriate means for site to site transportation of materials to avoid damage and litter generation.
- Associate shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.
- In the event that area of contaminated or biological hazard is identified, Associate shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of TPNODL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.5 Deployment of Work Force

Associate shall deploy adequate labour, as considered necessary by TPNODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPNODL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Associate shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 10 of 78

time. Associate shall continue to be responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

TPNODL shall have the right to instruct the Associate to change the Sub- Associates or skilled /unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

Associates shall submit duly signed undertaking regarding engagement of competent staff / employee commensurate to the nature of job to Engineer-in-charge in the format attached as Annexure – H.

4.6 Damages to Properties

The Associates shall take necessary steps to ensure that the equipment and installations of the Company, Third parties, including other utility services like water supply pipelines; open drains telephone cables etc. are not damaged during execution of the works. The Associates shall be responsible for all such damages and shall have to repair/ replace and/or compensate for the entire claims in respect of such damages at its own cost.

4.7 Issuance of Material

The material issued to the Associate shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile the material. Any cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits.

4.8 Company's Right To Use Works

If Taking Over Certificate is delayed for any reason, for which TPNODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

4.9 Rights of TPNODL to vary the scope work

TPNODL shall 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 communicating the intent to do so in writing to the Associate. On receipt of such communication the Associate shall, within the time frame specified in the contract shall provide TPNODL with a reasonably detailed estimate of the cost of the change in scope outlined in the TPNODL communication. The change in the Contract price and time shall be revised 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 in the scope of work till such time revision of Contract price and time schedule are approved and communicated to the associate by TPNODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 11 of 78

Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by TPNODL through an amendment to the contract. The amendment shall be treated valid only if signed by the authorized signatory of the original contract.

5.0 PRICES/ RATES/ TAXES

5.1 For Supply part of Contract

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, cesses 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.

5.2 For Service part of Contract

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by TPNODL and to the extent required for completion of works, cost of service executed as per schedule of quantities, cost of testing as per contract terms, cost of documentations including all relevant test certificates and other supportive documents to be furnished as per contract terms. The rates shall remain firm till actual completion of contract.

The Prices/Rates are inclusive of all taxes, levies, cesses 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 shall remain unchanged irrespective of TPNODL making changes in quantum in all or any of the schedules of items of contract.

5.3 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 12 of 78

6.0 TERMS OF PAYMENT

- A. 5% of the Release Order/ Purchase Order price shall be paid as initial interest free advance on fulfillment of the following by the Associate:
- a) Acceptance of PO/ LOI.
 - b) Submission of advance payment BG (APBG) of 15% of the Release Order/ Purchase Order price which shall remain valid till the advance is fully adjusted.
 - c) Submission of Contract Performance Bank Guarantee (CPBG) of 5/10% of the RC/ PO price valid till 30 days after taking over of the works.
- B. 10% of the Release Order/ Purchase Order price shall be paid as interest free advance against approval of drawings under Category-1 of major drawings, Quality Plans, Pert Chart, Field Quality Plan, posting of Project Manager and commencement of the first mile stone of the work mutually agreed including C-3 Form, and submission of a true copy of 'Erection All Risk Insurance Policy' taken for the awarded jobs. The drawing list shall be mutually agreed at the time of award of work.
- C. 50% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition and certification by TPNODL along with bills complete in all respects viz. MDCCs etc.
- D. 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorata basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item. In case this milestone is not completed beyond 120 days for reasons attributable to TPNODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPNODL.
- E. 15% payment of the actual executed Release Order/ Purchase Order shall be paid after completion of acceptance test and Taking Over of the complete systems specified in the enquiry, including clearance of Electrical Inspection, compliance of final punch point and after reconciliation & adjustment of payments, if any, towards Quantities of materials issued from purchaser's stock and consumed by the contractor for expeditious completion of the job. In case this milestone is not completed beyond 120 days beyond schedule for reasons attributable to TPNODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPNODL.

The Contractor shall submit all Operation & Maintenance manuals and "As Built Drawings" etc. and shall also submit Equipment Warranty Bank Guarantee (EWBG) equivalent to 5/10% of actual executed contract price before the release of this last payment and return of CPBG. The validity of EWBG shall be for a period of 15 months from the date of taking over of the works or specified guarantee period in drawing/tender/technical specification documents etc. whichever is later. The

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 13 of 78

associate shall also submit 'No Demand Certificate' at the time of receipt of full and final payment.

6.1 Pre-Requisites for Payment

- Associate should have completed execution of that part of contract, for which payment is sought, to the satisfaction of TPNODL's Engineer-in-Charge responsible for the contract and obtained certification for execution of the work.
- Associate has undertaken joint measurement of the work executed along with TPNODL's Engineer-in-charge
- Associate's bills/invoices submitted have been certified by Engineer-In-Charge.

6.2 Bills & Invoices

Unless specified otherwise in the special conditions of contract, Associate shall raise not more than one invoice/contract per month for the services rendered in the prescribed Tax Format and the invoice shall be submitted within 15 days of the following month at TPNODL.

All Bills shall be supported by joint measurement of work done, quality test report and a copy of wage sheet, if applicable (showing proof of having disbursed wages as per applicable law), e-Way challan (if applicable) and a copy of statement substantiating that statutory payments having been affected.

Bills/ invoices shall mention Associate's GST Number, PAN number as applicable.

Final bill submission after completion of project or execution of job must be within 30 days from the actual date of completion/execution of work awarded.

6.3 Payment & Statutory Deductions

Payment shall be released within 45 days from the submission of the bills. The associate shall submit "No Demand Certificate" in the format as per Annexure-D at the time of receipt of full and final payment. In case any non-compliance to contract conditions comes to TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly.

In case of non-submission of PAN No TDS @ 20% shall be deducted from all payable amounts for which no TDS certificate shall be issued. TDS once deducted as above shall not be revised in any condition.

6.3.1 Statutory Deductions

TPNODL will deduct the amounts of TDS, TCS as per statutory requirement under the income tax act, the Goods and Services tax act, BOCW Act, or any other applicable tax act and certificates (wherever applicable) will be issued to associate accordingly. For consumption of TPNODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills. The Engineer-in-Charge as stated in the Order shall be responsible for

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 14 of 78

certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Finance office, Balasore.

6.4 Guidelines for Raising Running/Final Bills

Contract Value Up to 5 Lakhs	One Final Bill
Contract Value More than 5 lakhs	Monthly Running Bill & One Final Bill

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish NDC.

6.5 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.

6.6 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-D.

6.7 Erection All –Risk Insurance Policy

Associate shall obtain an Erection All Risk (EAR) Policy as a comprehensive insurance solution designed to cover broad spectrum of risks to which a project is exposed to - from arrival of construction material at site till the completion of project, including but not limited to the following, the copy of Insurance Policy shall be submitted to E-I-C/ Finance department of TPNODL before starting the work.

- a. Earthquake
- b. Terrorism
- c. Escalation Cost (10% of sum insured on annual basis)
- d. Extended Maintenance cover for defect liability period-24 months
- e. Design Defect
- f. 50-50 Clause
- g. 72 Hours Clause
- h. Loss minimization clause
- i. Offsite storage/ fabrication
- j. TPL (INR 50 lac per occurrence)
- k. Theft, pilferage
- l. Cross liability
- m. Malicious damage
- n. Contractor's plant & equipment (value 25 lakh)
- o. Waiver of Subrogation clause
- p. STFI- Storm, Tempest, Flood, Fire and Inundation

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 15 of 78

EAR policy is mandatory document for processing the invoices. Business Associate needs to ensure that the All- Risk Insurance Policy is obtained as per the terms of contract, failing which:

- Penalty @1% of contract value would be charged.
- In case of expiry of policy before handing over the project, TPNODL Engineer-In-Charge shall reserve the right to deduct the penalty upto a maximum of 1% of contract value.

7.0 MODE OF PAYMENT

Payment shall be made through RTGS/ NEFT/ Online Net banking mode for which Business Associate shall submit the details of Bank Account and other details as per annexure J. 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.

The quantities of items indicated are estimated and preliminary. However, payments shall be made on the basis of actual quantity of work carried out and measured jointly by the Company and the Associate. Associates shall be responsible to organize joint measurements of works with TPNODL Engineer-in-Charge before raising any bill of work done. In the event Associate fails to do so, TPNODL at their sole discretion, may take measurements of work done and proceed as deemed fit and in such an event Associate's right to lodge any subsequent claim shall stand forfeited.

8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 21 days from the effective date of issue of PO/RC, Security cum Performance 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.

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.

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.

- 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.
- 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 16 of 78

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 the Anti-Lobbying, Debarment, Drug-Free, Child Labour, Factories Act and Shop and Establishment Workplace Certification, Registration details under GST, Sales Tax and Works Contract Tax Act.

Associate shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labour (Regulation and abolition) Act 1970, and any other relevant regulations as the case may be. Associate shall also be solely responsible for the payment of all benefits such as Provident Fund, ESI, Bonus, Leave compensation and other benefits as may be applicable under applicable labour laws, etc. as per the various statutory regulations. The Associate shall compulsorily bear the cost of medical treatment and payment of monetary compensation to the families of the victims in case of injury or death, while on duty during his/her engagement with the Associate and shall keep TPNODL indemnified in this regard against any such claim and provide documentary evidences of the same to TPNODL. TPNODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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 TPNODL indemnified always till completion of contracts.

9.2 SA 8000

Further being **TPNODL/ Tata Power** is SA 8000 complied and expects its Associates to follow guidelines of SA8000: 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

Business Associate is expected to ensure adherence to all statutory laws and requirements as applicable. The Associate needs to obtain Form C-3 before commencement of work and No Objection Certificate (NOC) on completion of work from BA-Relations Cell/ HR.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 17 of 78

In case any non-compliance is observed, TPNODL shall reserve the right to penalize the bidder as per direction of E-I-C. The penalty shall be 1% of total all-inclusive contract value for such cases. Also, TPNODL reserves the right to reject such bidder in future tenders.

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
2	Earnest Money Deposit	50 % relaxation of estimated EMD value	All limited and Open Tenders
3	Performance Bank Guarantee	25% relaxation in PBG for order value above 50 lacs else 50% relaxation	All limited and Open tenders
4	Turnover	25% relaxation in company turnover under qualifying requirement criteria	All Open Tenders

**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 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).

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

9.4 Compliance to Labor Laws

Bidder needs to ensure compliance to applicable labor laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then TPNODL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, TPNODL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 18 of 78




9.5 Compliance to Construction and Demolition Waste Management Rules & Environment (Protection) Amendment Rules

BA is liable to follow the Construction and Demolition Waste Management Rules- 2016, Environment (Protection) Amendment Rules- 2018 and Guidelines on dust mitigation measures in handling construction material and C&D wastes issued by CPCB.

Following are some main points of above Rules/Guidelines for Construction work, cable laying jobs etc.

1. Barricading to be provided at site to cover complete area.
2. Construction material and waste should be inside the closed area made by using barricading.
3. Water sprinkling/fine spray from nozzles to be done to suppress the dust.
4. The board of Dust mitigation measures shall be displayed at site for public viewing with required details.
5. Loose sand or soil and construction material that causes dust shall be covered.
6. Transport material that are easily wind borne need to be covered by a sheet made of either jute, tarpaulin, plastic or any other effective material.
7. All areas for storing C&D waste/construction material to be demarcated and preferably barricaded particularly those materials that have potential to be dust borne.
8. Grinding and cutting of building materials in open area shall be prohibited.
9. Construction material and waste should be stored only within earmarked area and road side storage of construction material and waste shall be prohibited.
10. No uncovered vehicles carrying construction material and waste shall be permitted.
11. Construction and demolition waste processing and disposal site shall be identified and required dust mitigation measures to be notified at the site.

9.6 Special Terms & Conditions for BAs engaged under PLPBC or Service Contracts

1. The Business Associate will abide by the rules & regulations and various process requirements of TPNODL which may get amended from time to time based on business needs.
2. The Business Associate shall ensure submission of required information to TPNODL as required by TPNODL or any government authorities (with a copy to TPNODL), as and when required within the stipulated time frame.
3. The business associate shall, before start of work, obtain and submit to TPNODL a copy of
 -  PF Code allotment letter issued to him/them by the EPF organization.
 -  ESIC Code allotment letter issued to him/them by the ESI authorities.
 -  valid insurance documents under Employees' Compensation Act, for its employees not eligible for coverage under ESIC
4. The Business Associate shall, in case of his/engagement in any construction activities falling under the purview of the Building and Other Construction Workers (BOCW) Act, apply for registration under the said BOCW Act before start of work and obtain the said registration within a month of starting such work. Business Associate shall also ensure compliance to all other applicable provisions including payment of applicable cess under the Act.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 19 of 78

5. The Business Associate shall comply with all applicable provisions under Inter State Migrant Workmen (ISMW) Act.
6. The Business Associate shall ensure its employees enter and work at respective place of work or premises of TPNODL in fulfilment of contractual obligations of the Business Associate, only with due authorization and valid IDENTITY. Issue of such authorization cum identity passes to its workers would be facilitated by the Business Associate, by submitting relevant information, documents, authorizations and complying to TPNODL's processes including safety training and medical checkup procedures as laid down from time to time for issue of authorization cum identity-passes. Business Associate shall not engage any of its workers for work without a valid authorization cum identity pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.
7. The Business Associate shall comply with the following under various statutes, statutory requirement or any other requirement as may be applicable from time to time :
 - i) Submit an application for obtaining Form-V, required for applying for Labour License.
 - ii) Submit a copy of valid Labour License with reference to the work order, without which authorization cum identity passes would not be issued to the employees of respective Business Associate.
 - iii) Temporary authorization cum identity passes are issued only for seven days, hence the Business Associate will be required to arrange for issuance of permanent authorization cum identity passes within said timeline, by submitting required documents/information. With special permission from user and HR/IR department the validity of temporary authorization cum identity passes can be extended upto 15 days. Under no circumstances shall temporary authorization cum identity passes be issued for more than 15 days.
 - iv) Business Associate is required to complete the process of Medical fitness certificate and police verification certificate within these seven days, unless exempted by the TPNODL management. Any delay due to reasons beyond control of the vendor, needs to be approved by TPNODL HR/IR department.
 - v) Business Associate shall apply for Authorisation cum Photo identity pass as per Company's security procedure.
 - vi) In case of renewal of authorization cum identity passes, the application should be initiated at least seven days in advance.
 - vii) Business Associate shall submit the Register of Workmen in Form-XIII, duly filled in all respects, within 15 days of starting the job.
 - viii) Business Associate shall provide employment card (Form-XIV) to all his/their workers.
 - ix) Business Associate shall disburse wages to its employees by 7th of the subsequent month under intimation to TPNODL, through bank transfer with submission of a copy of bank statement to TPNODL. TPNODL expects its associate vendors/ Business Associates to facilitate opening of bank account by all its employees and pay wages through bank transfers.
 - x) Wage notification should be given by the Business Associate at least one week ahead. A copy of the same to be forwarded to TPNODL for information necessary confirmation of payments.
 - xi) Wages Slip (Form-XIX) to be provided by the Business Associate to all its workers before disbursement of wages.
 - xii) PF contribution to be deposited on or before 15th of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
 - xiii) Business Associate to facilitate transfer of PF/EPS accumulations in respect of its employees from their previous employer, if any.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 20 of 78

- xiv) ESI contribution to be deposited on or before 21st of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
- xv) Muster roll, Wage Register, Combined Challan & ECR of PF deposition and Challan / Contribution history of ESIC to be submitted to TPNODL HR/IR Department on or before 25th of the subsequent month.
- xvi) Business Associate shall be required to arrange for applicable welfare measures under applicable statutes for its employees in consultation with TPNODL order manager.
- xvii) Business Associate has to submit all the relevant returns under all applicable enactments on or within the scheduled date and a copy of the same need to be submitted to TPNODL HR/IR department within seven days of the scheduled date of submission.
8. Business Associate shall not be allowed to work for TPNODL without possessing a
*** Valid PO *Valid Labour License * Valid AUthorisation cum Identity Pass**
9. NO BILLS OF THE VENDOR/BUSINESS ASSOCIATE SHALL BE RELEASED IN CASE OF FAILURE TO COMPLY WITH THE ABOVE PROVISIONS.
10. Above requirement not being exhaustive, vendors/ Business Associate will be liable to comply with the provisions of any other enactment as notified or would be applicable to them from time to time.
11. An additional overhead charge of 25% of the wage bill value will be charged to the Business Associate in case the BA fails to pay the wages of its workers in time and TPNODL as principle employers is compelled to make the payment on their behalf. The total amount, including the overhead charge, will be recovered from the subsequent bill payable to the Business Associate.
12. Continuous default in wage payment to its employees within stipulated date as mentioned above, for three months, will lead to termination of the contract and may also lead to blacklisting of the Business Associate/ cancel vendors' registration.
13. After completion of work and before or at the time of submission of final bills, the Business Associate must ensure the following and submit proof thereof to TPNODL enabling TPNODL release its final bills. In absence of the same no such bills would be released by TPNODL :
- All wage payments are made to its workers till the last day of their work in TPNODL
 - Compensation towards Leave with wages are disbursed to its employees till the last day of their work.
 - Statutory bonus is paid to its employees for the period of their work.
 - Retrenchment compensation, where applicable, is paid to its employees as per eligibility.
 - Notice is given to the workers regarding retrenchment and in absence; notice pay is given to the workers as per the enactment, where applicable.
 - Along with final payments, full & final statement is issued to all its employees engaged by them for their work in TPNODL
 - No dues certificate is obtained from all its employees and copy submitted to TPNODL
 - Ensure withdrawal or transfer formalities in respect of PF/EPF accumulation of all its employees and submit proof thereof to TPNODL HR/IR dept.
 - Submit Form VI-A to TPNODL and surrender Labour License, wherever issued, to concerned labour department in case the license is no more required for work in

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 21 of 78

- TPNODL, and obtain clearance thereof from the Licensing Authority for submission to TPNODL.
- j. Ensure intimation to PF & ESI authorities regarding completion of work and closure of contract with TPNODL. Proof of such intimation need to be submitted to TPNODL.
 - k. Indemnify TPNODL from any future liability on account of statutory compliance or failure on part of the vendor/Business Associate for their work in TPNODL in respect of their employees or employees of their sub vendors/Business Associates, by submitting an Indemnity Bond on Rs.100/- non judicial stamp paper executed by its Director/Proprietor, authorized for the purpose, and duly notarized.
 - l. Return back the Authorization cum Photo Identity passes to Administration representative or HR/IR department and submit proof thereof to TPNODL HR/IR team.
14. Penalty of up to Rs.1,00,000/- per month will be applicable to Business Associates defaulting on compliances as mentioned below, at the sole discretion of TPNODL management.
- a. Any complaint received from the workmen of the Business Associate of non-payment / less payment or payment after the due date i.e. the stipulated date for such payment as per law, will attract penalty
 - b. Non submission of any or all of the documents listed below (as applicable), in proof of all required statutory compliance (other than wage/payment register), within stipulated time for which it is due, will attract penalty.

List of documents:

1. Copy of valid Labour License.
2. Registers & records under applicable enactments.
3. PF Challan & ECR File.
4. ESI Challan & Contribution History.
5. Undertaking regarding non engagement of migrant workmen at TPNODL Site.
6. Details of wage payment through Bank.
7. Compliance w.r.t. BOCW Act (if applicable)
8. Submission of Applicable returns.

Our Business Associates are our business partners who we expect to be law abiding and complying to all statutory requirements, thereby not necessitating us to invoke the penalty clause mentioned in this GCC

15. The Business Associate will be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any accidental death anywhere in India, for a sum insured value of Rs.15 Lacs. In absence of having such coverage and in an unfortunate event of any accidental death of any of its workers, the BA will be required to pay such amount of Rs.15 Lacs to the victim's family/ legal heirs. This will be payable by the BA over & above the compensation, if any, payable under the Employees' State Insurance Act for covered employees or compensation payable by BA under the Employees' Compensation Act.

The Business Associate will also be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any death due to Covid-19 irrespective of place, type & days of treatment anywhere in India, for a sum insured value of

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 22 of 78

Rs.10 Lacs. In absence of having such coverage and in an unfortunate event of any death of any of its workers due to Covid-19, the BA will be required to pay such amount of Rs.10 Lacs to the victim's family/ legal heirs. The BA is free to have this coverage for their employees against Covid-19 death through a mutually agreed contributory scheme and may recover up to 50% of the average premium payable per insured, from its employees.

9.6 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 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.

9.6 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 23 of 78

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 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 24 of 78

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 SAFETY

All Associates shall strictly abide by the guidelines provided in TPNODL's Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority:

- Safety of Human Beings.
- Safety of equipment/Assets.
- Timely Completion of Contract.

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC.

12.0 INSPECTION/PARTICIPATION

12.1 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 within maximum of two weeks of 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.

12.2 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 reasonably required by the TPNODL's engineers. Similarly, facilities shall also be provided

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 25 of 78

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.

12.3 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.

12.4 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.

12.5 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.

13.0 MDCC & DELIVERY OF MATERIALS

13.1 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 26 of 78

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 utilised 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 sub-contractors:

- 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.

13.2 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 27 of 78

as per the original delivery schedule and not from the agreed timelines for material rectification.

13.3 Consignee

Unless otherwise specified in the Contract Document, Materials/Goods/Equipment shall be consigned to “Stores-In-Charge”, **TPNODL, Balasore/ Jajpur/ Others.**

13.4 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

13.5 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, Odisha”, 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 28 of 78

S. No.	Instructions
	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.

14.0 GUARANTEE

30.0 Guarantee of Performance

Associates shall stand guarantee that the equipment and material supplied/service or work rendered 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.

14.2 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 15 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

14.3 Failure in Guarantee Period (GP)

If the equipment and material supplied/service or work rendered 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/service or work rendered under the contract 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/service or work 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 29 of 78

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.

14.4 Cost of repairs on failure in GP

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all associate costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the 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.

14.5 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.

14.6 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.

14.7 Support beyond the Guarantee Period

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

15.0 LIQUIDATED DAMAGES

Liquidated damages @1% of the total executed contract value per week or part thereof, for the period of delay in integrated completion, subject to maximum 10% of the value of the contract shall become leviable without prejudice to other rights of the TPNODL. This amount shall be recoverable from any amount due or becoming due to the Business Associates under this or any other contract. In specific cases, TPNODL reserves the right to apply LD only on the unexecuted portion of the supply and works for standalone use, provided full quantity is executed within a maximum 30% additional time. 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.

31.0 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.

15.2 Material Recovery

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 30 of 78

In case of any recoveries for materials or services (for material free issued by TPNODL and not reconciled by BA or for services claimed and paid in excess at the time of running bills), the total cost which shall be recovered from the BA, shall be the gross amount of material or services (i.e. including taxes) plus applicable taxes as prevailing at the time of such recoveries.

16.0 ASSIGNMENT OR SUBCONTRACTING

Associates shall not assign/subcontract/outsource the schedule of activities of contract TPNODL enters with the associate, in part or full, without TPNODL's prior written approval. However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPNODL's has placed the contract with the associate from suppliers, makes and agencies which have been mutually agreed upon during contract pre-award stage is permitted subject to following conditions.

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPNODL in the contract document
- Shall furnish all particulars about the proposed outsourcing agencies and the details of the goods/services/work outsourced to the Associate while seeking approval of TPNODL for inclusion for outsourcing. The Associate shall give approval or shall refuse approval in writing within thirty (30) days of receipt of such request. However the Associate shall not be entitled for any additional contract execution time whatsoever in lieu of the process for approval for outsourcing agencies, and shall be held responsible for any delay in the project execution time.
- Shall remain jointly and severally liable for any action, deficiency, and/or negligence on the part of his outsourcing agencies. The approval extended by the Associate to outsourcing agencies recommended by the Associate shall not discharge the later from his Contract obligations.

Shall submit to the Associate unpriced copies of purchase orders with technical specifications included in the orders, placed on outsourcing agencies as soon as the respective orders have been placed by the Associate.

17.0 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 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.

18.0 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.

32.0 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 31 of 78

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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

19.0 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,

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 32 of 78

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.

20.0 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 due to negligence on his part to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.

21.0 LIABILITY & LIMITATIONS

21.1 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 33 of 78

in connection with the Performance of the Work or supply of Goods ***unless caused by Associate's negligence, willful misconduct or breach of contract.***

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.

21.2 Limitation of Liability

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

22.0 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.

23.0 SUSPENSION OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 34 of 78

33.0 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 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 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,

23.2 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 27 for breach/default of contract conditions.

23.3 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 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 24.3) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 35 of 78

24 TERMINATION OF CONTRACTS

24.1 Termination for Default/Breach of Contract

The contract / PO 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 24 (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 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 24 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 36 of 78

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:

34.0 Associate shall discontinue the supply, on the expiry of the said period of two weeks.

ii) 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.

iii) 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.

iv) 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.

v) 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 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 37 of 78

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.

24.2 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. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPNODL, Associate will have to pay TPNODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

24.3 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.

25.0 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 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.

35.0 Governing law 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.

26.0 ATTRIBUTES OF GCC

26.1 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.

26.2 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 38 of 78

26.3 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.

36.0 INSURANCE

The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in TPNODL scope) for total contract (PO/RO) value or any other such risks during execution of works, till the works are handed over to the company, in consultation with TPNODL and shall submit copies of such insurances to the Engineer-in-Charge for review / acceptance before commencing the work. Engineer-in-charge must ensure compliance to insurance requirement by Associate before commencement of works. TPNODL shall stand fully indemnified in this respect.

28.0 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.

29.0 TRANSFER OF TITLES

The title of ownership and property to all equipment, installations, erections, constructions materials, drawings & documents shall pass to the TPNODL after Commissioning and complete handing over-taking over.

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.

The Associate shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the TPNODL.

The Associate shall also be responsible for any delay and/or extra cost if any, in carrying out engineering, and site works by other agencies arising out of discrepancies, errors and omissions stated in as well as of any late revision/s of drawings and information submitted by the Associate.

37.0 SUGGESTIONS & FEEDBACK

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 39 of 78

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-Q.

38.0 CONTACT POINTS

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

32.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
2.	Performa for Advance Payment Bank Guarantee	B
3.	Performa for Performance Bank Guarantee (CP cum EP)	C
4.	Performa for No Demand Certificate by Associate	D
5.	Performa for Indemnification on Statutory Compliance	E
6.	Performa For Application For Issuance of Consolidated TDS Certificate	F
7.	HR Service Level Agreement	G
8.	Under taking for competence of workmen	H
9.	Acceptance Form For Participation In Reverse Auction Event	I
10.	NEFT or RTGS payment request form	J
11.	Contractor Safety Management System	K
12.	Vendor Appraisal Form	L
13.	Manufacturers Authorization Form	M
14.	Safety Bid Document	N
15.	Tata Code of Conduct	P
16.	Vendor Feedback Form	Q

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 40 of 78

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Northern Odisha Distribution Ltd

Balasure

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 TP Northern Odisha Distribution Ltd (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)

(The claim period of BG shall be 6 months from

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 41 of 78

ANNEXURE-B

PROFORMA FOR ADVANCE PAYMENT BANK GUARANTEE

(On Rs.100/- Stamp Paper)

Note:

- (a) Format shall be followed in toto
- (b) Claim period of six months must be kept up
- (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

Advance Payment B.G.No.....

Contract No.....dated.....

1. You have entered into a Contract No _____ with M/s. _____ (hereinafter referred to as "the Vendor") for the supply and delivery 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, you have agreed to make an advance payment of Rs. _____ (Rupees _____ only) being _____% (_____percent) of the total value of the contract on "the Vendor" furnishing you with an irrevocable, unconditional and acceptable bank guarantee to be valid till the date of receipt of "the said equipment" covered by your above mentioned contract. For this purpose you have agreed to accept our 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 months 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 42 of 78

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 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)**
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 _____ 200_____

Witness

- | | |
|----------|--|
| 1. _____ | Bank's rubber stamp
Banks full address |
| 2. _____ | Designation of Signatory
Bank official number |

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 43 of 78

ANNEXURE- C

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
- (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 your exercising any of your rights with reference to matters aforesaid or

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 44 of 78

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 _____ 200__

Witness

1. _____

Bank's rubber stamp

Banks full address

2. _____

Designation of Signatory

Bank official number

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 45 of 78

ANNEXURE-D

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.

Dated

Signature

Place

Name

Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 46 of 78

ANNEXURE – E

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

(To be submitted by the successful Bidder within seven days of award of work)

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

By this confirmation we, _____
(Associate) are formally bound to M/s. TPNODL towards any sum which may be imposed, levied or hereinafter recovered by the Provident Fund Organization under the provisions of the Employees of the Provident Fund and Miscellaneous Provisions Act 1952 in respect of employees employed by us.

We well and truly bind ourselves and our heirs executors administrators and representatives jointly severally and respectively for the above payment only to be paid to M/s. TPNODL.

AND WHEREAS we, _____ (Associate) is making compliance of the Employees Provident Fund and Miscellaneous Provisions Act 1952, have entered into the above written bond for the indemnity to M/s. TPNODL against all losses from the acts or default of the said Associate in respect of compliance of the Provident Fund Act.

Similarly we hereby confirm that we have complied with all statutory and local laws and nothing is outstanding with regard to Local Sales Tax, Labour Laws, Local Municipal dues, Electricity dues etc. We have entered into the above written bond for the indemnity to M/s. TPNODL against all losses from the acts or default of the said Associate in respect of compliance of the Local Sales Tax Laws, Local Laws, Labour Laws, Local Municipal Dues, Electricity dues etc.

NOW THE CONDITION, of the above written bond is as such that if the Associate during the period of this contract commits any default or fails to make payment of Contributions in respect of his employees to the Employees Provident Fund Organization, he shall indemnify the Principal Employer M/s. TPNODL from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

IN WITNESS to the above written bond we have here to set our hands, with our free consent.

Dated

Signature

Place

Name

Designation (Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 47 of 78

ANNEXURE-F

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

To be printed on the letterhead

To,

TP Northern Odisha Distribution Ltd,

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 COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 48 of 78

ANNEXURE - G

SERVICE LEVEL AGREEMENT

(To be adhered to by Business Associates (BAs) in TPNODL on Human Resource Issues)

1.0 The following shall be adhered to by the Business Associates during his / its association with TPNODL:

Shall Abide by TPNODL Core Values:

- a) **Integrity** – We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.
- b) **Understanding** – We must be caring, show respect, compassion and humanity to our colleagues and customers and always work for the benefit of the communities we serve.
- c) **Excellence** – We must constantly strive to achieve the highest possible standards in our day to day work and in the quality of services we provide.
- d) **Unity** – We must work cohesively with our colleagues across the group and with our customers and partners to build strong relationships based on tolerance, understanding and mutual co-operation.
- e) **Responsibility** – We must continue to be responsible and sensitive to the communities and environments in which we work and always ensuring that what comes from the people; goes back to the people many times over.
- f) **Agility**- We must work in a speedy and responsive manner and be proactive and innovative in our approach.

2.0 The Business Associate / his manager / supervisor who is responsible for managing the project site / performance contract etc. in TPNODL would also ensure adherence of these values by his employees / persons deployed by him in connection with his works undertaken in TPNODL.

3.0 TPNODL is a signatory to the United Nation Global Compact as an integral part of its Governance principles / business. The Business Associates are required to:

- a) Support and respect the protection of human rights and make sure that they are not complicit in human right abuses.
- b) Respect freedom of association and effective recognition of the right to collective bargaining.
- c) Not to resort to any form of forced and compulsory labour.
- d) Shall ensure abolition of child labour in his area of work.
- e) There is no discrimination in respect of employment and occupation in respect of his employees.
- f) Support precautionary approach to environmental challenges.
- g) Promote greater environmental responsibility by himself and his employees in his areas of work.
- h) Deploy and defuse environmental friendly technologies while carrying out the works.
- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

4.0 The Business Associates are required to adhere to all applicable Labour Laws with special reference to the following:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 49 of 78

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPNODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7th / 10th day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPNODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPNODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPNODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, While adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
 - i. Clearance for commencement (before start of the work).
 - ii. No Objection Certificate (after completion / before final settlement).
 - iii. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPNODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPNODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPNODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 50 of 78

TPNODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPNODL business.

5.0 The 'Statutory Compliance Enforcement System' in TPNODL is detailed below for adherence by all concerned. Corporate IR & Welfare Group will be the process owner for implementation of the system with the help of concerned Engineer I/c or Officer I/c.

- a) Statutory Compliance being a professed value in TPNODL Code of Conduct, the concerned Engineer / Officer in charges are requested to adhere to the provisions and advise respective Business Associates in their domain to comply in letter and spirit.
- b) Immediately after issuance of letter of intent, the authorized representative of the Business Associate will report to Corporate IR & Welfare group for completion of statutory requirements.
- c) Normally, the work will be started only after 'Clearance for Commencement of Work (CCW)' is issued by IR & W group to the Business associate. However in exceptional exigencies in engineer I/c / Officer I/c may direct the Business Associate to start the work and inform IR & W group about the same. Statutory requirements in this case may be completed parallelly.
- d) First monthly bill will be released only after producing CCW to the finance department. Similarly closure of work and final settlement will be affected after issuance of no objection certificate from IR & W group.

6.0 Requirements for 'Clearance for Commencement of Work' (CCW):

- a) Submission of filled up Form 'A' for database (Annexure-1).
- b) Copy of PF Code allocation letter.
- c) Copy of ESI Code allocation letter.
- d) Submission of duly filled up Form IV CL(R&A) act (In case more than or equals to 20 workers during the period of contract).
- e) Submission of duly filled up Form VI A (Notice of Commencement).
- f) Copy of insurance cover note under WC Act 1923 (if applicable).
- g) Copy of Contract Agreement.
- h) Copy of indemnity bond (if applicable).
- i) Affidavit with regard to payment of wages through cheque / bank transfer only.

7.0 Requirements during execution of work:

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26th day of every Month).
- c) Copy of ESI Challan (latest by 26th day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPNODL authorities.
- f) Certification of wage disbursement by authorized representative of TPNODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the work place.

8.0 Requirements for 'No Objection Certificate' (NOC) for closure of work:

- a) Submission of duly filled up Form VI A (Notice of Completion).

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 51 of 78

- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).
- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.

Enclosure:

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 52 of 78

FORM (A)

[To be submitted by the Business Associate to the Principal Employer within a week from LoA issuance]

A. Details of the Agency

1. Name of Agency :
2. Nature of work :
3. Local Address with Ph.No. :
- (With Father's name) :
4. Permanent Address (Full) :
5. PF code no. & Place :
6. ESI Code no. & Place :
7. Name and address of :
- Sub-contractor (if any)

B. Details of Work

8. Name of work (as specified in LOI/LOA) :
 9. LOI/LOA Nos. & Dates :
 10. Period of contract (Specify Dates) :
 - [Including Extension period, if any] :
 11. Work Area [Department / Location] :
 12. Name / Cell no. of Officer I/c :
 13. Maximum No. of workers and staff to be engaged on any day during the year.
 - Supervisory Staff :
 - Workers :
 14. Do you have any other contract in TPNODL : Yes/No
- If yes, furnish details:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 53 of 78

15. Details of Workmen's compensation Policy, if applicable

Name of Insurance Company
Policy No Number of persons covered
 Period of coverage: From To

If no, I hereby undertake the liability arising out of Workmen's Compensation Act and Rules made there under.

C. Details of workers to be engaged

No. of Workers

S. No.	Unskilled*	Semi-skilled*	Skilled*	Clerical / Supervisory

*** Number to be indicated**

I/We shall fulfill all obligations arising from and under all relevant law in force from time to time. I/We undertake to keep the TPNODL indemnified against any loss or liability arising out of failure of my / our abiding the relevant laws.

The name of my / our representatives is to enter the TPNODL Premises on my behalf.

Date:

**(Signature of the Business Associate
 or his Authorized Representative)**

This Business Associate is / will be engaged in TPNODL.

**(Signature and seal of
 Officer I/c of the Work)**

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 55 of 78

Form XI

Undertaking

With reference to the contract job awarded by M/s TPNODL to M/s _____ vide work order No. _____ dated _____

I _____ on behalf of

M/s _____ hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to

- i. wages/ salary
- ii. PF & ESI, Bhubaneswar Labour Fund
- iii. All other statutory obligation

has been paid /settled in full and no amount/ compliance is due/ pending.

2. That in case any dispute / claim is raised by the concerned workers i.r.o. any dues / payments, M/s _____ will settle the same on it's own and such liability will be borne by M/s _____

3. That M/s _____ hereby indemnify M/s TPNODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

()
Authorized Signatory

For M/s _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 56 of 78

FORM- VI A

Notice for Commencement /Completion of contract work

I/We, Sh. / M/s _____ (Name and Address of the Contractor) hereby intimate that the contract work _____ (name of work) in establishment of the _____ (name and address of the Principal Employer) for _____ which License No. _____ dated _____ has been issued to me/us by the Licensing Officer _____ (name of the Headquarters), has been commenced / completed with effect from _____ date / on date.

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

Return to be sent by the Contractor to the licensing Officer (in duplicate)

Half -Yearly Ending _____

1. Name and address of the Contractor
2. Name and address of the Establishment
3. Name and address of the Principal Employer
4. Duration of Contract: From _____ to _____
5. No. of days during the half year on which
 - (a) the establishment of the principal employer had worked
 - (b) the contractor's establishment had worked
6. Maximum No. of contract labour employed on any day during the half –year:

Men	Women	Children	Total

7.
 - (i) Daily hours of work and spread over
 - (ii) (a) whether weekly holiday observed and on what day
(b) if so, whether it was paid for
 - (iii) No. of man – hours of overtime worked

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : _____
- (ii) Rest rooms : _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 58 of 78

(iii) Drinking water : _____

(iv) Crèches : _____

(v) First Aid : _____

Signature of contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 59 of 78

ANNEXURE – H

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

With reference to the tender mentioned above, I/We _____,
hereby undertake that the workmen/ employee(s) engaged by M/s
_____ for the job against said tender shall be competent in all
respect, commensurate to the nature of job.

Date:

()

Authorized Signatory

For M/s

Seal

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 60 of 78

ANNEXURE-I

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 SAP-SRM/ 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 COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 62 of 78

send payment information)

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 _____

(Authorized 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 authorized 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 COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 63 of 78

ANNEXURE-L
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	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 64 of 78

7.0	BA BELONGS TO AA COMMUNITY (SC/ST)		÷
8.0	DOCUMENTS VERIFYING ADDRESS PROOF (SUPPORTED BY ANY GOVT. ISSUED DOCUMENT)		÷
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)	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 65 of 78

		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	:
		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		

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 66 of 78

	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	:
	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	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 67 of 78

	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 COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 68 of 78

18.0	<p>DOCUMENTS TO BE ENCLOSED:</p> <ol style="list-style-type: none"> 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-J 	
-------------	--	--

*** 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 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:

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 69 of 78

- Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person.
- Annexure-J (e-Payment detail form) must be filled by Associate along with this form.

ANNEXURE-M

MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,
Chief (Procurement & Stores)
TP Northern Odisha Distribution Ltd,
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 COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 70 of 78

Annexure-P

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.

To effectively implement TCoC, there is a 3-tier framework comprising of Ethics Management Apex Team headed by the CEO, who is also the Principal Ethics Officer (PEO), TPNODL; Locational Ethics Counsellors (LECs) who cover various locations/offices of TPNODL; and LECs are assisted by 4-5 Ethics Champions (ECs).

In case any Ethical Concern is faced during the course of your business dealings with TPNODL, one may utilize any one or more of the following avenues:

1. Ethics Portal on website – www.tpnodl.com
2. Ethics Box
3. IVRS No. 19124 and then press 7
4. Locational Ethics Counsellor (LEC)
5. **Third Party Ethics Helpline – 1800-22-7697 (Toll Free) ***
6. Chief Ethics Counsellor

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 71 of 78

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**
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.
3. 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.

ANNEXURE-Q

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 72 of 78

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

- Balasore
 Within 200 kms from Balasore
 More than 200 kms from Balasore

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)

SECTION - A

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

S.	Parameters	1	2	3	4	5	Remarks/
----	------------	---	---	---	---	---	----------

No.		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	Suggestion
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 COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 74 of 78

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 behavior						

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 75 of 78

SECTION - B

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

SN	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	Probably YES	Certainly 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 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
---	---	---	---	---	---	---	---	---	----

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 77 of 78

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, altitudes that you have observed / experienced elsewhere in Indian/ International organization.

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>	
5	<i>Inspection & quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR COMPOSITE WORKS	
Rev. No	01 dtd 1.12.2021	Page 78 of 78

GENERAL CONDITIONS OF CONTRACT

**Project Specific Design Guidelines for Civil, Structural and
Architectural Works**

For

“Data Sheet for Civil and Structural Works”

ENGG/SPEC/ Rev: 0 Date: 17.02.2021	CONSTRUCTION MATERIALS FOR TPNODL Data Sheet for Civil and Structural Works	Page 2 of 10
--	--	--------------

SN	Item	Product / Series	Brand	Description	Location
----	------	------------------	-------	-------------	----------

A Walls					
1	Masonry	Flyash blocks	As per approval of EIC	190 thick	exterior masonry walls
2	Masonry	Flyash blocks	As per approval of EIC	110 thick	interior masonry walls
3	Masonry	Brick work	IS Code	230 thick	exterior/ interior masonry walls
B Flooring					
1	Paver Blocks	Paver Blocks/ Grass Paver		200 x 200 mm, 225 x 200 mm, 275 x 200 mm, 325 x 200 mm Available in 60 mm thickness & 300 x 300 mm Paver Blocks/ Grass Paver	Site: moderate to light vehicle movement area (other than transformer movement area)
2	Bitumen / Fibre reinforced concrete pavement				Site: heavy vehicle movement area
3	Vitrified Tiles	Nitco Cosmic Ultra Charge ----- Kajaria gres Neptune, Kajaria London gris	Nitco Kajaria, Somany or Equivalent	10 mm thick 600 x 600 mm Glossy Finish ----- 10 mm thick 600 x 600 mm, Matt Finish	Office Area, remaining areas ----- canteen
4	Ceramic Tiles		Nitco Kajaria, Somany or Equivalent		
5	Acid Alkali Resistant Tile	Johnson Endura	Johnson Endura or Equivalent	Minimum 15 mm thick 300 x 300 mm Ivory Color,	Battery room, battery charger room
6	False / Raised flooring	Standard Raised Access Flooring System (USF 1200-HPL 8194)	Unitile, Everest of Equivalent	Standard Raised Access False / Raise flooring, 300 to 600 high	Panel room, control room Or as per equipment requirement

ENGG/SPEC/
Rev: 0
Date: 17.02.2021

CONSTRUCTION MATERIALS FOR TPNODL

Page 3 of 10

Data Sheet for Civil and Structural Works

SN	Item	Product / Series	Brand	Description	Location
7	Anti-Skid Vitrified Tiles	Nitco Eternity Kajaria Fog bronze, Egypto Brown	Nitco Kajaria or Equivalent	10 mm thick 600 x 600 mm	Washroom Area, areas prone to water spill
8	Heavy duty flooring			50 mm thk granolithic flooring with Non metallic floor hardener	GIS hall, Cables cellar, pump room
9	Granite		Sierra white, black		Lobby Staircase: Treads landings mid-landing
10	Water proofing		Dr Fixit or Equivalent	elastomeric membrane based waterproofing with high SRI material protective layer	Terrace
11	False Ceiling		Armstrong, Saint Gobain		
C	Dado				
1	Acid Alkali Resistant Tile	Ivory	Johnson Endura or Equivalent	15 mm thick 300 x 300 mm Ivory Color	Battery Room - height to be as per functional requirement
2	Ceramic tile	Serie Exquisite, Digital Wall (highlighter), Normal, blanco nieve, powerline glossy	Kajaria, Nitco, Somany or Equivalent	9.8 mm thick Glossy Finish sizes as per architect's approval	Bathroom & Pantry, dining
3	Granite			Sierra white, black, Mirror polished	Lobby
4	Granite			Sandwiched platform with kadappa and Mirror polished Black granite.	Wash Basin & Pantry Counter
5	Granite			Sill in Step fashion, non-step stone on all	All window openings on

ENGG/SPEC/ Rev: 0 Date: 17.02.2021	CONSTRUCTION MATERIALS FOR TPNODL Data Sheet for Civil and Structural Works	Page 4 of 10
--	--	--------------

SN	Item	Product / Series	Brand	Description	Location
				remaining three sides of windows.	exterior face; Lift Jambes, Toilet door frames
6	Kota			Mirror polished	Staircase risers
7	False/raised tiles		Untile, Everest or Equivalent		
D	Paint				
1	Interior Pre-finish	cement based putty	JK White, Birla White or Equivalent		Walls of lobby, Control room, office area etc
2	Interior Paint	Acrylic Emulsion	Asian paints / Nerolac / ICI or Equivalent		Walls and ceiling of Lobby, Control room, office area. toilets etc. (other than false ceiling area)
3	Interior Paint	Oil Bound Distemper	Asian paints / Nerolac / ICI or Equivalent		Cable cellars, GIS hall, ACDB, etc. and all other areas not mentioned above.
4	Interior Paint	acid/alkali resistant chlorinated rubber paint	Asian paints / Nerolac / ICI or Equivalent		Battery room, walls ceiling
5	Interior Paint/ Exterior Paint	Plastic Emulsion	Asian paints / Nerolac / ICI or Equivalent		
6	Interior Paint/ Exterior Paint	Synthetic Enamel	Asian paints / Nerolac / Berger/ ICI or Equivalent		

SN	Item	Product / Series	Brand	Description	Location
7	Exterior Paint	Exterior Grade Acrylic Emulsion	Asian paints / Nerolac / ICI or Equivalent		All exterior faces and faces directly exposed to weather
8	Exterior Paint	Cement Based paint	Asian paints / Nerolac / ICI or Equivalent		Compound walls, security chowki etc.
E Partitions					
1	Gypsum		Saint Gobain Gyproc or Equivalent	Fire rated partition (fire rating as per functional requirement)	As and where required
2	Glass		Saint Gobain, Modi Guard, AIS, HNG or Equivalent	minimum 8mm thk. or more, Toughened, tinted. Panel sizes shall be as per architectural design.	As per architectural design
3	Fire rated Glass partition		Saint Gobain, or Equivalent	45 mins Fire rated Glass partition	Control room
4	Aluminium Sections		Jindal, Hindalco or Equivalent	Partition (powder coated), window, door (anodized). Minimum thickness of section 3 mm.	As per architectural design
5	Laminates		Century, Birla, Permica, Duro		
F Doors					
1	Fire Door		Shakti Met-Dor, Ahura Mazda or Equivalent (CBRI certified)	2 hour fire rated with panic bar	Staircase, equipment room and as per functional requirement
2	HMPS door		Shakti Met-Dor, Ahura Mazda or Equivalent		Shafts, pump house, equipment room etc.

ENGG/SPEC/
Rev: 0
Date: 17.02.2021

CONSTRUCTION MATERIALS FOR TPNODL

Page 6 of 10

Data Sheet for Civil and Structural Works

SN	Item	Product / Series	Brand	Description	Location
3	Flush Door		Century Ply, Kitply, Green Ply, Mayur Ply, Asis Ply, Archid Ply or Equivalent	block board 38 mm thick with both side color laminate min. 1 mm thk.	as per architectural design
4	Automatic Sliding Door		Dorma, Godrej, Enox, Hafele, Ozone Gandhi Automation or Equivalent	Minimum 10 mm thick, toughened glass	Main entry
5	Framed / frameless Glass Door		Saint Gobain, Modi Guard, AIS, HNG or Equivalent	Minimum 10 mm thick, toughened glass	as per architectural design
6	uPVC Door and Frames for Toilets		Sintex		
7	Locks		Godrej		
8	Door Closer		Godrej		
9	Floor Spring		Godrej		
G	Windows, Glazing				
1	Aluminium framed, anodized, operable, fixed, louvered with glass	Jindal Hindalco or Equivalent Saint Gobain, Modi Guard, AIS, HNG or Equivalent	Anodized Aluminium,	minimum 8 mm thk. Toughened glass with minimum 3 mm thk. aluminium section	as per architectural design
2	Window wall Glazing (Semi unitized SGU fixed between rcc / masonry		Frame: Aluminium sections of Jindal Hindalco or Equivalent Glass: Saint	minimum 8 mm thk. Toughened glass with minimum 3 mm thk. aluminium section	as per architectural design

ENGG/SPEC/
Rev: 0
Date: 17.02.2021

CONSTRUCTION MATERIALS FOR TPNODL

Page 7 of 10

Data Sheet for Civil and Structural Works

SN	Item	Product / Series	Brand	Description	Location
	openings)		Gobain, Modi Guard, AIS, HNG or Equivalent		
N Luminaries					
1	2' x 2' Grid Lighting LED	Skylight	Bajaj, Wipro, Philips or Equivalent		In False ceiling in office area
2	Circular LED	Dovee Led	Bajaj, Wipro, Philips or Equivalent		In False ceiling in office area
3	LED Tube Light		Bajaj, Wipro, Philips or Equivalent		Other areas
4	LED Street Light		Bajaj, Wipro, Philips or Equivalent		Open space in plot
5	Bollard Light		Bajaj, Wipro, Philips or Equivalent	Landscape LED Lighting	Open space in plot
6	Wall washer	BLWUP 9W LED 112468	Bajaj, Wipro, Philips or Equivalent		Wall washer for entry wall as per functional requirement
P Electrical Switches, Sockets & Boards					
1	Switch Boards	Roma, Oro, Myrius, White, Ivory	Anchor, Havells, Kona, Legrand, MK Switches or Equivalent		Various locations as per functional requirement
2	Electrical Cable/ Wire		Polycab, Havells, Phinolex		
3	Conduit		AKG, Polycab,		
Q Plumbing					
1	European WC		Hindware, Parryware		

ENGG/SPEC/
Rev: 0
Date: 17.02.2021

CONSTRUCTION MATERIALS FOR TPNODL

Page 8 of 10

Data Sheet for Civil and Structural Works

SN	Item	Product / Series	Brand	Description	Location
2	Indian WC		Hindware, Parryware		
3	Urinal		Hindware, Parryware		
4	Flush		Hindware, Parryware		
5	Wash Basin		Hindware, Parryware		
6	Bib Cock		Hindware, Parryware		
7	Pillar Cock		Hindware, Parryware		
8	Gate Valve		DRP		
9	Health Faucet		Hindware, Parryware		
10	Bottle Trap		Hindware Parryware		
11	Mirror		Saint Gobain, Modi Guard		
12	SS Sank		Nirali		
13	PVC Tank		Sintex, Plasto		
Q	Concrete and Allied				
1	Cement		ACC, Ambuja, Utra Tech, Birla, Lafarge,		
2	Reinforcement Steel		Tata Tiscon, SAIL, Jindal Steel, Essar Steel, Mittal Steel, Vizag Kamdhenu, Rathi		

ENGG/SPEC/
Rev: 0
Date: 17.02.2021

CONSTRUCTION MATERIALS FOR TPNODL

Page 9 of 10

Data Sheet for Civil and Structural Works

SN	Item	Product / Series	Brand	Description	Location
3	Structural Steel		Tata Tiscon, SAIL, Jindal Steel, Essar Steel, Mittal Steel, Vizag		
4	RMC		UltraTech, ACC, Lafarge, L&T, Ambuja, Godrej, RMC India		
5	Water Bar		As per approval of EIC		
6	HDPE Pipe		Prince, Supreme, Finolex, HASTI (Reliance)		
7	CPVC Pipes		Prince, Supreme, Astral, Prakash, Finolex, HASTI (Reliance)		
8	UPVC Pipes		Prince, Supreme, Astral, Prakash,		
9	HDPE Pipes		Prince, Supreme, Astral, Prakash,		
10	PVC Pipe		Prince, Supreme, Astral, Prakash, Oriplast,		
11	GI Pipes		Jindal, SAIL, TATA		
12	CI Pipes		Supreme, Astral, NEECO		
13	Construction chemicals		Fosroc, BASF, SIKA, Pidilite, CICO, Sunanda or equivalent		

TPNODL

ENGG/SPEC/
Rev: 0
Date: 17.02.2021

CONSTRUCTION MATERIALS FOR TPNODL

Page 10 of 10

Data Sheet for Civil and Structural Works

SN	Item	Product / Series	Brand	Description	Location
14	Bitumen		HPCL, IOCL, BPCL, ESSAR		
15	Pre-Coated Sheet		Jindal		
16	GI Corrugated Sheets		Tata Blue Scope, Jindal, Bhusan		
17	Welding rods		ESSAB, Advani, Ador, D&H		
18	Anchor/ Fasteners		Hilti, Bosh, Canon		
19	SS Railing		Jindal		