

TP CENTRAL ODISHA DISTRIBUTION LIMITED**(A Tata Power & Odisha Govt. joint venture)**

1st Floor, Anuj Building, Satyanagar Bhubaneshwar, Odisha 751022

OPEN TENDER NOTIFICATION**FOR****One Year Rate Contract for Supply of 11kV & 33kV V-Cross Arm (GI) and Top Hamper.****Tender No.: TPCODL/P&S/1000000649/24-25****Due Date for Bid Submission: 10th June 2024****TP Central Odisha Distribution Limited
(A TATA Power and Odisha Government Joint Venture)
Procurement & Stores Department,****1st Floor, Anuj Building, Satya Nagar Bhubaneshwar, Odisha-751022**

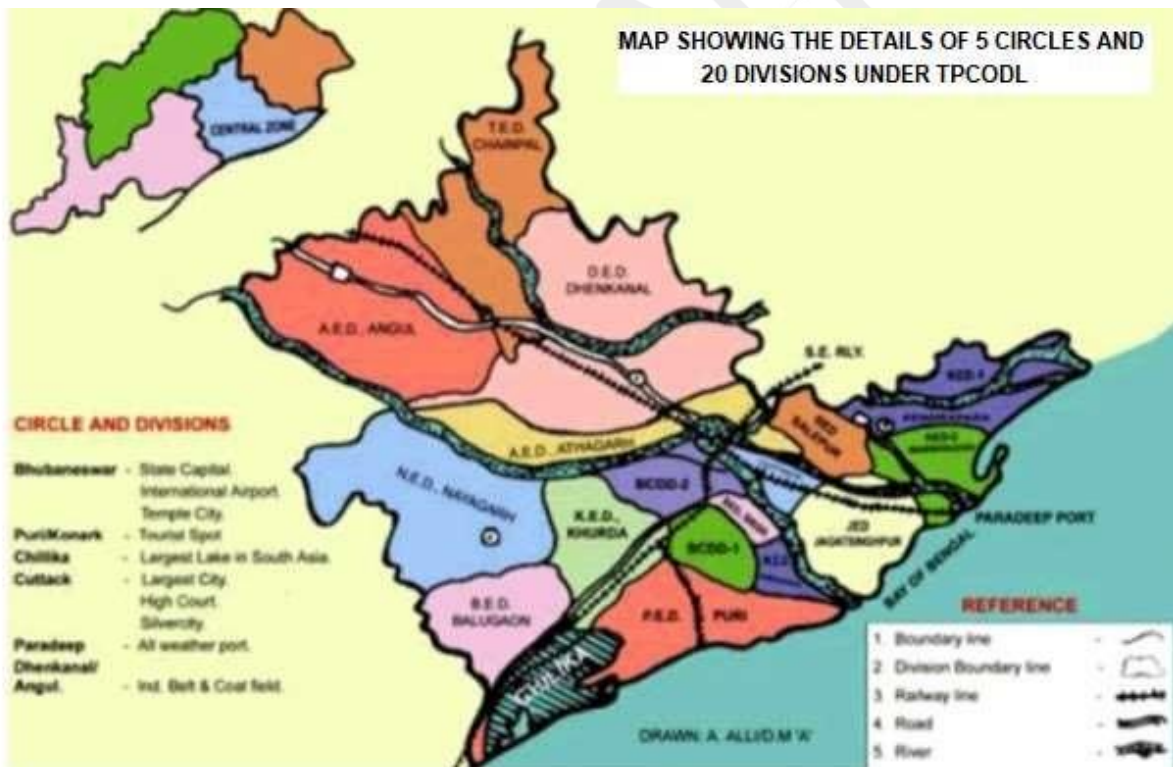
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REAMBLE

TP Central Odisha Distribution Limited (TPCODL) is a joint venture between Tata Power and the Government of Odisha with the majority stake being held by Tata Power Company (51%). TPCODL is a state electricity distribution utility with sole rights to distribution of electricity in the Central Zone in Odisha covering the distribution circles of Bhubaneswar, Cuttack, Paradeep and Dhenkanal in accordance with the Electricity Act. Tata Power Company has successfully won the bid to own the license for the distribution and retail supply of electricity in Odisha's five circles constituting Central Electricity Supply Utility of Odisha (CESU). It came into operation with effect from 01.06.2020. TPCODL serves a population of 1.36 Crore with Customer Base of 26 Lakh and a vast Distribution Area of 29, 354 Sq. Km. The primary business activity includes purchase of power from GRIDCO Ltd at BSP rate and distribute to consumers. The field structure has been presented below:



20 Electrical Divisions are as follows:

1. Bhubaneswar City Distribution Division-I (BCDD-I)
2. Bhubaneswar City Distribution Division-II (BCDD-II)

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3. Bhubaneswar Electrical Division (BED)
4. Nimapada Electrical Division, Nimapada (NED)
5. Khurda Electrical Division, Khurda (KED)
6. Balugaon Electrical Division, Balugaon(BEDB)
7. Nayagarh Electrical Division, Nayagarh (NYED)
8. Puri Electrical Division, Puri (PED)
9. City Distribution Division, Cuttack (CDD-I)
10. City Distribution Division, Cuttack (CDD-II)
11. Cuttack Electrical Division, Cuttack (CED)
12. Athagarh Electrical Division, Athagarh (AED)
13. Salipur Electrical Division, Salipur (SED)
14. Dhenkanal Electrical Division, Dhenkanal (DED)
15. Talcher Electrical Division, Chainpal (TED)
16. Angul Electrical Division, Angul (ANED)
17. Kendrapara Electrical Division, Kendrapara (KED-I)
18. Kendrapara Electrical Division, Marshaghai (KED-II)
19. Jagatsinghpur Electrical Division, Jagatsinghpur(JED)
20. Paradeep Electrical Division, Paradeep (PDP)

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VERY VERY IMPORTANT FOR THE PROSPECTIVE BIDDERS TO NOTE PRIOR TO GOING THROUGH THE TENDER DOCUMENT

The bidders have to pay the requisite tender fees prior to submission of Pre-Bid queries (if any). The queries of the bidders who have paid the tender fees will be considered for clarification only. The queries of un-paid bidders shall not be considered for clarification. The queries are to be submitted in editable format of MS-Excel through e-mail only.

INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-TENDER SYSTEM OF TPCODL**-: Steps for E-tender submission:-**

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Online Link for submission of bid through ARIBA will be sent only after confirmation of payment of tender fee from bidder.

Step 1:

The bidder can get primary information about the tender from the Newspaper advertisement / TPCODL website <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2:

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

Account Name: TP Central Odisha Distribution Limited

Bank Name: State Bank of India,

IDCO Towers, Bhubaneswar

Bank Account No. : 10835304915

IFSC Code : SBIN0007891

Step 3:

Eligible and Interested bidder to send an email to TPCODL attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

Sl No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Package to be Participated for all scope	
iv)	Name and address of the bidding company	
v)	Name of the authorized contact person	
vi)	Contact No. authorized person	
vii)	E-mail Id of the where online ARIBA link to be mailed.	
viii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date), Ref	
ix)	GST No. of bidder	

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E-mail has to be sent to package owner Gaurav Singh <Gaurav.singh@tpcentralodisha.com> with copy to <sudhakar.behera@tpcentralodisha.com> before "Last date and time for payment of Tender Participation Fee".

Step 4:

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

Step 5:

In this mail there will be an online link as [Click Here](#) to participate in the tender.

Step 6: Click "[Click Here](#)" to access this event.

Step 7:

If bidder is bidding first time for TPCODL through ARIBA site then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign Up page, during creation of User Name and password. Also a simple one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

Those who are already having User Name and password for accessing TPCODL events, they can LOGIN using same User Name and password.

If bidder has got User name and password for their other customer, same will not be applicable for TPCODL.

Step 8: You will be able to see the RFQ

Step 9: After review and downloading of all documents click on "[Review Pre-requisites](#)"

Step 10: Review and accept "[Bidder Agreement](#)".

Step 11: You can see attached pdf tender document against clause no 1.1.1 (Introduction).

Step 12: Vendor has to attach pdf version of technical bid in clause no. 2.1 and 2.2. In this field do not attach any price document.

Price schedule is attached in clause no.3.2. Same has to be downloaded and price and tax details to be filled in as per the format given, print to be taken in vendor's letter head and signature and seal to be made by authorised person. PDF version of this price bid to be attached in clause 3.2 For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

Step 13: After successfully putting Techno commercial offer and price part then click on "[Submit Entire Response](#)"

Note: Once user ID and password created, bidder can also login to ARIBA site through the following

URL:<https://service.ariba.com/Sourcing.aw/124997008/aw?awh=r&awssk=oxt0s1BN&dard=1>

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1.0 Event Information
1.1 Scope of work

Open Tenders are invited through the e-tender bidding process from interested Bidders for entering into a *Contract* for construction & augmentation of 33kV & 11kV Lines and Construction of Independent 11KV,33kV lines , Conversion of LT Bare to AB Cable, Shifting of Pole Mounted DTs to Elevated Plinth DTs With Rebar Lacing Pole (RLP) etc, UG cabling work ON TURNKEY CONTRACT BASIS all over TPCODL Area as defined below:

Tender Enquiry No	Work Description	EMD (Rs.) (incl. GST)*	Tender Participati on Fee (Rs.) (Incl. GST)**	Last Date and Time for payment of Tender Participation Fee
TPCODL/P&S/10000 00649/2024-25	Supply of V-cross Arm & Top Hamper	100,000	5000	10-06-2024

* 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.

For details of MSME norms, pls refer "Annexure VII-a"

Note: Bidders must participate in all scope of work.

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

1.2. Availability of Tender Documents

Tender documents may be downloaded by interested eligible bidders from TPCODL website www.tpcentralodisha.com with effect from **14th May 2024**. In the event of detailed tender documents are downloaded from TPCODL website, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's Cheque drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar only. Any such bid submitted without this Fee shall be rejected.

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

1.3. Calendar of Events

(a)	Date of sale/ availability of tender documents from TPCODL Website	14-05-2024
(b)	Last date and time of Payment of Tender Fee	23-05-2024, 17:00 Hrs.
(c)	Last Date of receipt of pre-bid queries, if any in MS –Excel format through e-mail, (if any) after which no queries will be entertained	31-05-2024

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(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	04-06-2024
(e)	Last date and time of receipt of Bids	10-06-2024 up to 17:00 Hrs.
(f)	Date & Time of opening technical bids and EMD (Envelope-1 & 2)	10-06-2024

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

For further details of Tenders, please visit Vendor Zone on TPCODL website <https://www.tpcentralodisha.com>. Future communication/corrigendum to tender documents, if any, shall be available on website. The authority reserves the right to accept or reject any or whole of the offers without assigning any reason thereof.

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:

- i. EMD of requisite value and validity
- ii. Tender fee of requisite value
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document
- v. Filled in Schedule of Deviations as per Annexure III
- vi. Filled in Schedule of Commercial Specifications as per Annexure IV
- vii. Receipt of Bid within the due date and time

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

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1.7 Qualification Criteria**1.7.1 TECHNICAL REQUIREMENT:****Work Experience Schedule**

Bidder must have successfully executed the supply of following Qty.

Short Text	UOM	Quantity
H.T. CROSS ARM 'V' SHAPE FOR 11KV(GI).	EA	3,146
H.T. CROSS ARM 'V' SHAPE FOR 33KV(GI).	EA	3,918
TOP HAMPER 11 KV CROSS ARM	EA	3,146
TOP HAMPER 33 KV CROSS ARM	EA	3,918

Supporting documents in favour of the above mentioned requirement shall have to be submitted/ uploaded by the Bidder as an attachment to the e-tender folder. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

1.7.2 BIDDER'S FINANCIAL QUALIFICATION:**1. MINIMUM AVERAGE ANNUAL TURNOVER (MAAT) :**

- The average annual turnover of the bidder shall be a minimum of Rs. 2.0 Crs for last three financial years. (FY 20-21, FY 21-22 & FY 22-23) Copy of audited Balance Sheet and P&L Account to be submitted in this regard.
- Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- Bidder should have a valid Manufacturing license issued by concerned state/India Govt. for carrying out these works, the copies of such License to be provided.
- Bidder shall arrange for factory evaluation/ pre-dispatch inspection/ routine and acceptance tests at their works, as per requirement.
- Bidder should have at least the Purchase order single / Multiple copy of experience in supply of similar item (in Govt. Org/Discoms/Utilities/Industries/PSU) with performance certificate.
- The bidder must have all statutory compliance like valid PAN no, GSTN etc. The bidder must submit the copy of all these registrations.

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SI. No.	Description	Name of Bidder :
1	The bidder should have average annual turnover of Rs. 2 Cr. in last three years . Audited balance sheet, profit and loss account and auditors report from the statutory auditors of the company required.	
	2020-21 (In Cr.)	
	2021-22 (In Cr.)	
	2022-23 (In Cr.)	
	Average (In Cr.)	
3	EPF Registration	
4	ESI Registration (if Applicable)	
5	GSTN Registration	
6	PAN NO	
7	MSME Cert.	
8	EMD BG - Rs. 100,000/- Details	
9	Tender Fees Rs.5000/- for other state & Rs. 1000/- for local odisha registered MSME	
10	Bidder Type (MSME/Non MSME)	
11	Bidder Performance Qualification: Notary affidavit for Non Blacklisted, No pending litigation with TPCODL & Non Bankrupted	
11	Annexure	
A	Annexure:-III (Schedule of Deviation)	
B	Annexure:- (Self Declaration Form) (Black list)	
C	Annexure-IV (Schedule of Commercial Specification)	
D	Annexure-V(Checklist of all the documents)	
	Annexure VI (Acceptance Form for Participation In Reverse Auction Event)	
	Reamarks : Pls attached all above docuements in seprate folder	

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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, TPCODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.9. Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPCODL. This includes all bidding information submitted to TPCODL. All tender documents remain the property of TPCODL and all suppliers are required to return these documents to TPCODL 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 item wise lowest cost. Or The bids will be evaluated commercially on overall all-inclusive price of tender BOQ of whole package/scope as calculated in Schedule of Items [Annexure I]. TPCODL reserves the right to split the order line item wise and / or quantity wise or/ scope wise or / Location wise, among more than one Bidder. Hence, all bidders are advised to quote their most competitive rates.
- Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPCODL may reject the bid.

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

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

2.2 Quantity variation Clause: There will not be any guarantee on quantity of job. Job has to be carried out on as and when required basis order from TPCODL on the quantity to be specified in the order.

3.0 Submission of Bid Documents**3.1 Bid Submission**

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

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPCODL E-Tender system (Ariba).

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

Bids shall be submitted in 4 (four) parts:

FIRST PART: "EMD" as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring 'TP Central Odisha Distribution Limited' payable at Bhubaneswar. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by TPCODL and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED**Bank Name: SBI, IDCO Towers, Bhubaneswar****Bank Account No.: 10835304915****IFSC Code: SBIN0007891**

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

Please note that in such case, Tender Fee and EMD should be strictly 2 separate transactions.

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

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

Chief (Procurement & Stores)**TP Central Odisha Distribution Limited****1st Floor, Anuj Building, Bhubaneswar- 751022**

SECOND PART: "TECHNICAL BID" shall contain the following documents:

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

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

THIRD PART (Safety Bid if applicable): Bidder shall mention the details as required in the safety bid form (As mentioned in annexure- IX). Bidder also has to submit the relevant documents for the same as required by TPCODL

FOURTH 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

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bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

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

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

EMD

“OPEN TENDER NOTIFICATION FOR Rate Contract for “Supply of V-Cross Arm & Top Hamper”

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPCODL, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:**Handling Team Lead for this Tender:**

Name: Gaurav Singh
Contact No.: 9205190016
E-Mail ID: gaurav.singh@tpcentralodisha.com

Senior General Manager (Material Procurement):

Name: Mr.Sudhakar Behara Sr.GM
Contact No.: 9437282663
E-Mail ID: Sudhakar.behara@tpcentralodisha.com

3.3 Bid Prices

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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 TPCODL. 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.

Applicable GST to be specified clearly.

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

Notwithstanding clause above, the TPCODL 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 TPCODL against the risk of bidder's conduct which would warrant forfeiture.

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

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

The EMD shall be forfeited in case:

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

Or

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

3.9 Type Tests (if applicable)

The type tests specified in TPCODL 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 TPCODL.

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4 Bid Opening & Evaluation process**4.1. Process to be confidential**

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

4.2. Technical Bid Opening

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

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

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

4.3. Preliminary Examination of Bids/Responsiveness

TPCODL 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. TPCODL 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, TPCODL 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 TPCODL 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, TPCODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL 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 TPCODL.

4.5. Price Bid Opening

Price bids will be opened internally without the presence of any bidder representative. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPCODL without any further correspondence in this regard.

4.6. Reverse Auctions

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

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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

TPCODL 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 . 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 rate contract / purchase order / LOI solely depends on TPCODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPCODL may deem relevant.

TPCODL reserves all the rights to award the order/issue of RO as per field requirement and sanctioned of Govt. fund time to time to carry out the work scope under scheme "SDMF I & II". Also TPCODL reserves the right to split the contract full or part.

In case performance of the bidder is found unsatisfactory during the delivery/execution process, the award will be cancelled and TPCODL reserves the right to award other performing bidder 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
5. Technical specification
6. Acceptance form for participation in reverse auction
7. General Conditions of Contract

7.0 Post Award Contract Administration

7.1.1 AWARD OF CONTRACT: After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of **24 Months**. The Contractor shall take all efforts to complete the Project within scheduled Time.

7.1.2 PRICES/ RATES/ TAXES: The Contract price comprising of Supply of material as per BOQ prices shall be remain **FIRM** during the entire Contract period except statutory variation in Taxes, which shall be to the account of TPCODL against Tax Invoice.

7.1.3 COMPLETION PERIOD: Delivery period shall be 30 days from date of receipt of release order / CAT-A issuance, whichever is later .

7.1.4 PERFORMANCE GUARANTEE: Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of purchase order. PBG applicable shall be @ 5% of Rate Contract Value or 10% of PO Value. Validity of BG shall be till expiry date of PO plus delivery period plus warranty period in case of 5% value BG. Validity will be till delivery period plus warranty period for 10% value BG. Claim period will be additional one month for both cases.

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed

The successful Bidder shall be required to furnish **Contract Performance Bank Guarantee** in non-judicial stamp paper of appropriate value (as per the prescribed format) issued in favour of "TP Central Odisha Distribution Ltd." encashable at Bhubaneswar Branch of the Issuing Bank only within **15 days from the date of issue of the Release Order/ RC**

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The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

- 7.1.5 LIQUIDATED DAMAGE / PENALTY:** If the Contractor fails to supply the Materials/Equipment or fails to complete the erection including civil works within the due date of agreed key mile stones as defined in the Works Completion Schedule, TPCODL has the right to levy LD as per GCC T&C.
- 7.1.6 Payment Terms:** On delivery of the materials in good condition and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of TP Central Odisha Distribution Limited to Invoice Desk. The payment shall be released within 45 days from the date of submission of certified bills/ invoices
- 7.1.7 Drawing Submission and Approval:** The relevant drawings need to be submitted within 3 days of receipt of firm Rate contract by the successful bidder to TPCODL Engineering for approval. In case, re-submission of drawings is required on request of TPCODL, same needs to be submitted back to TPCODL within 3 days of such request.

All other terms and conditions of TPCODL GCC shall be applicable.

7.2 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change. Please refer attached Environment Policy and Sustainability Policy, Annexure-XI for more details.

7.3 Ethics

TPCODL is an ethical organization and as a policy TPCODL 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.

TPCODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:

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

Bidder is advised to refer Tata Code of Conduct (TCOC) attached at Annexure X for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

purchase@tpcentralodisha.com / pkjain@tatapower.com

18. Specification and standards

As per Annexure II

19. General Condition of Contract

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

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20. Safety

All jobs are this tender have to be executed strictly in compliance to the Safety terms and Conditions of TP Central Odisha Distribution Limited. Please refer attached Safety terms and conditions, Annexure-IX, for details. Violation of Safety norms will result in Penalty as mentioned in the above d

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ANNEXURE I
Schedule for Items

S. No.	Description Type	Quantity	Unit	HSN/SAC Code	Unit Rate (Rs.)	Appl. Taxes & Duties (Rs.)	All Inclusive Unit Rate (Rs.)	Total All Inclusive Value (Rs.)
1	H.T. CROSS ARM 'V' SHAPE FOR 11KV(GI).	6,291	EA					
2	H.T. CROSS ARM 'V' SHAPE FOR 33KV(GI).	7,836	EA					
3	TOP HAMPER 11 KV CROSS ARM	6,291	EA					
4	TOP HAMPER 33 KV CROSS ARM	7,836	EA					
	Total All Inc. (Rs.)							

Signature & Seal of the Bidder

NOTE:

- All rates are to be quoted on delivered basis at TPCODL Store -Cuttack or Bhubaneswar, Odisha, and should be inclusive of freight, insurance, loading & unloading, handling charges and any other charges which may be applicable.
- The bidders are advised to quote prices strictly in the format attached.
- The bidder must fill each and every column of the format attached. ***Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.
- The unit price to be indicated in col. No. 6 should be exclusive of taxes & duties which are to be indicated in separate columns meant for the purpose.
- The bids will be evaluated commercially on the line item basis or overall BOQ cost basis.
- The prices shall be FOR TPCODL Locations.

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ANNEXURE II**Technical Specification**

Attached in Last Page of Tender Document

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ANNEXURE III**Schedule of Deviations**

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

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

Sr. 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:

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ANNEXURE IV**Schedule of Commercial Specifications**

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

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

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

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ANNEXURE V**Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below:

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

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

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

Signature & Seal of the Bidder

ANNEXURE VII

Scope of Work & Service level agreement (Attached Last Page of Tender Doc.)

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GENERAL CONDITIONS OF CONTRACT

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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

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

3.0 CONTRACT PARAMETERS

3.1 Issue/Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Price /Value

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

3.7 Contract Document

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

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

3.8 Contract Language

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

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

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

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3.9 Reverse Auction

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

4.0 SCOPE OF WORK

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

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

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

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

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

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

5.0 PRICES/RATES/TAXES

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

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

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

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

5.1 Changes in Statutory Tax Structure

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

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

6.0 TERMS OF PAYMENT

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

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

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

6.1 Quantity Variation

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

6.2 Full and Final Payment

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

7.0 MODE OF PAYMENT

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

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9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

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

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

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

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

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

10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Material/Equipment/Works Quality

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

10.3 Adherence to Rules & Regulations

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

10.4 Specifications and Standards

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

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

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11.0 INSPECTION/PARTICIPATION

11.1 Right to Carry Out Inspection

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

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

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

11.2 Facilitating Inspection

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

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

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

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

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

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11.3 Third Party Nomination

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

11.4 Waiver of Inspections

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

11.5 Incorrect Inspection Call

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

12.0 MDCC & DELIVERY OF MATERIALS

12.1 Material Dispatch Clearance Certificate

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

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

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

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

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

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

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

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

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

Timelines for inspection and MDCC is as below:

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

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

12.2 Right to Rejection on Receipt

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

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

12.3 Consignee

Unless otherwise specified in the Contract Document, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPCODL, Bhubaneswar.

12.4 Submission of mandatory documents on Delivery

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

S. No.	Documents	Requisite
1	Invoice copy in original	With all consignments
2	LR copy	Wherever required
3	Packing list	With all consignments
4	MDCC	With all consignments
5	Purchase order / Release order	Signed copy
6	Test certificates	With all consignments
7	Inspection/JVR report	In case pre-dispatch inspection is conducted
8	Device data in CD as per template for metering items	Wherever applicable

12.5 Dispatch and Delivery Instructions

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

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

13.0 GUARANTEE

13.1 Guarantee of Performance

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

13.2 Guarantee Period

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

13.3 Failure in Guarantee Period (GP)

If the equipment and material supplied under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied within time frame specified in the SCC or elsewhere in the contract documents at associate’s cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied rendered under the contract, failed in Guarantee Period, TPCODL will be at liberty to get the same done at Associate’s risks and costs and recover all such expenses plus the TPCODL’s own

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charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

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

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

13.4 Cost of repairs on failure in GP

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

13.5 Guarantee period for Goods Outsourced

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

13.6 Latent Defect

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

13.7 Support beyond the Guarantee Period

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

14.0 LIQUIDATED DAMAGES

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

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

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

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

14.1 LD Waiver Request

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

15.0 UNLAWFUL ACTIVITIES

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

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16.3 Associate's Processes

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPCODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPCODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPCODL under the Contract shall be passed on to the TPCODL. The TPCODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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

18.0 INDEMNITY

The Associate shall at all times indemnify, keep indemnified and hold harmless the TPCODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any

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infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPCODL is held liable for by any court judgement. In this connection, the TPCODL shall pass on all claims made against him to the Associate for settlement.

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

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any

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Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

TPCODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to be executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business days' notice for all other contracts.

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

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TPCODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.

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- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

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

21.2 Suspension for Breach of Contract conditions.

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

21.3 Compensation in lieu of Suspension

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

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

22 TERMINATION OF CONTRACT

22.1 Termination for Default/Breach of Contract

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO.
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPCODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.

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- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPCODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPCODL.

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

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

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

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

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

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- e) It shall be open to TPCODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

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

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

In the event of such termination, TPCODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPCODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPCODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPCODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPCODL under law against the associate. Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct, TPCODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPCODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPCODL.

22.2 Termination for Convenience of Associate

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

22.3 Termination for Convenience of TPCODL

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

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arbitration proceedings unless otherwise directed in writing by TPCODL or suspended by the arbitrator. Further, TPCODL shall continue making such payments as may be found due and payable to the associate for such works.

23.1 Governing Laws and Jurisdiction

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

24.0 ATTRIBUTES OF GCC

24.1 Cancellation

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

24.2 Severability

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

24.3 Order of Priority

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

25.0 ERRORS AND OMISSIONS

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

26.0 TRANSFER OF TITLES

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

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

27.0 INSURANCE

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

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

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

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

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

28.0 SUGGESTIONS & FEEDBACK

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

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

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

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

29.0 CONTACT POINTS

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

30.0 LIST OF ANNEXURES

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

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

**The TP Central Odisha Distribution Limited
Bhubaneswar**

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

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

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

The CONDITIONS of this obligation are:

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

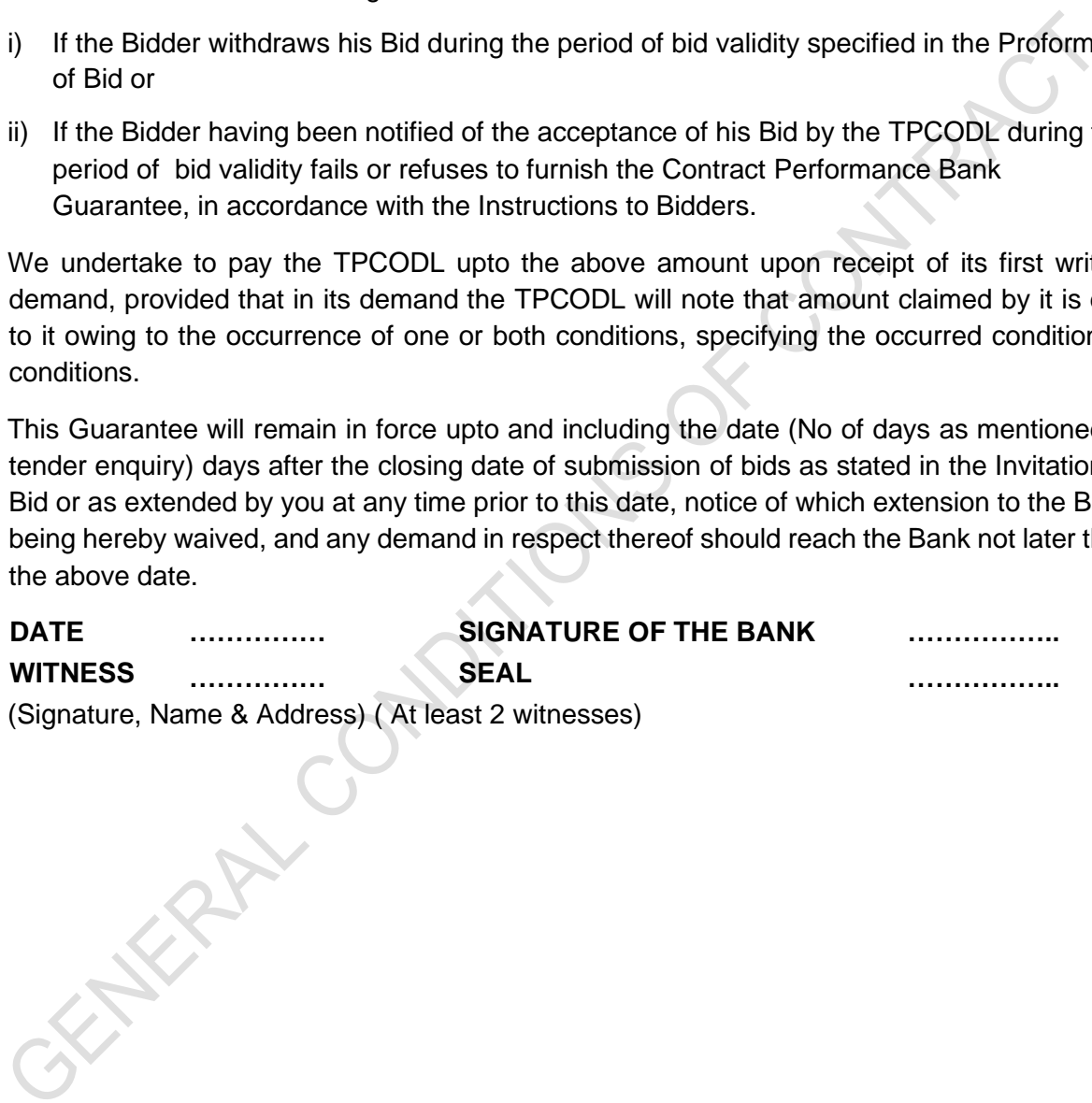
We undertake to pay the TPCODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPCODL will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.


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

DATE **SIGNATURE OF THE BANK**

WITNESS **SEAL**

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



	TP CENTRAL ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

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

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

The TP Central Odisha Distribution Limited

Bhubaneswar

CP cum EP BG No.....

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

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

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

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

Dated at _____ this _____ day of _____ 20__

Bank's rubber stamp

1.

Banks full address

Designation of Signatory

2.

Bank official number

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

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

(Certificate No. CCP/002)

Name of the Project Order/

Contract No.

Dated

Name of the Associate Scheme

No. / Job No.

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

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

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

Place

Name

(Company Seal)

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ANNEXURE-D

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

To be printed on the letterhead

To,

The TP Central Odisha Distribution Limited,

Bhubaneswar

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

Dear Sir,

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

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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ANNEXURE-E

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

- OEMs Service Contractor Material Suppliers Material & Manpower Supplier

You are associated with us for

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

Your office is located at

- Bhubaneswar Within 200 kms from Bhubaneswar More than 200 kms from Bhubaneswar

Your nearly turnover with TPCODL

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

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

SECTION – A

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

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

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

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SECTION – B

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPCODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	District / Zones						
1.3	Projects/HOG (TS &P)						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPCODL in comparison to your other clients in terms of fairness of treatment and transparency with its Business Associates?						
3	How would you rate TPCODL in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates						
4	How would you rate TPCODL in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates						

SECTION – C

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

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

	TPCODL?					
3	Would you refer TPCODL name to others in your community, fraternity and society as a professional & dynamic organization?					

SECTION - D

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

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

SECTION - E

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

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

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

Recommendation	<i>Please tick (✓) your top 5 expectations out of the following 10 points listed below -</i>	
(Please list down improvement you expect from TPCODL)	<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>	

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5	<i>Inspection & quality assurance support for timely job completion</i>
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We thank you for your time and courtesy!!

ANNEXURE-F

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

Signature & Seal of the Bidder

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Name of the Authorized Signatory: _____ :

Contact Person's Name:

Official Correspondence Address:

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

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

ANNEXURE-H
VENDOR APPRAISAL FORM

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

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

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

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

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

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

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ANNEXURE-I
MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,
Chief (Procurement & Stores)
The TP Central Odisha Distribution Limited,
Bhubaneswar

Sir,

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

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

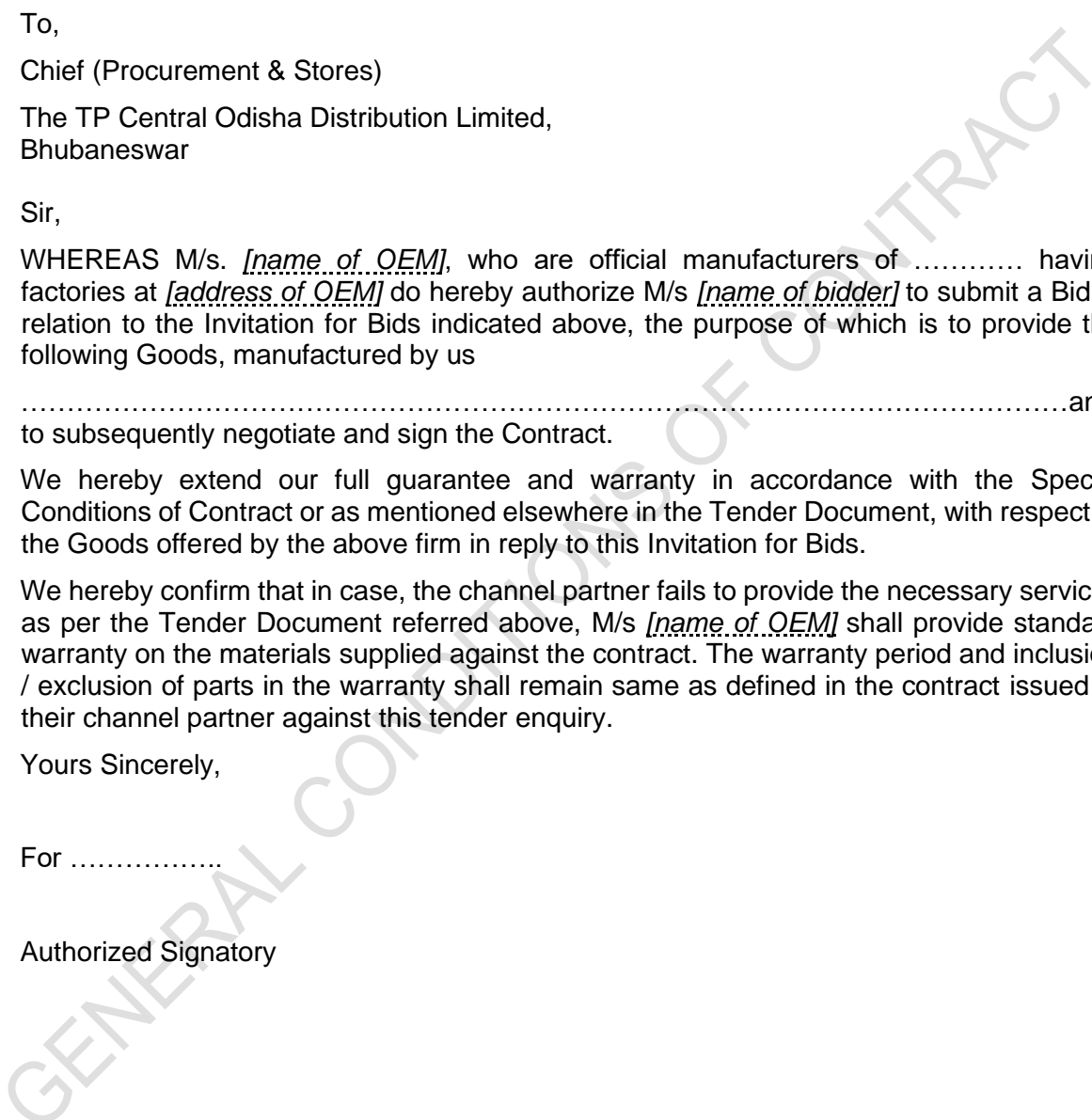
We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

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

Yours Sincerely,

For

Authorized Signatory



ANNEXURE XI

Quality, Safety, Occupational Health & Environment

TPCODL

TP CENTRAL ODISHA
DISTRIBUTION LIMITED

(A Joint Venture of Tata Power and Government of Odisha)



Integrated Management System Policy

Quality, Safety, Occupational Health, Environment

We at TP Central Odisha Distribution Limited are committed to deliver world class service and reliable power through an energised workforce leading to ever increasing satisfaction of its customers, environmental protection and safe and healthy working condition.

This will be achieved by:

- Complying with all the requirements of ISO-9001, ISO-14001 and ISO-45001 management system standards through engaged workforce
- Complying with applicable Legal requirements
- Continually improving Quality, Environment and Occupational Health & Safety Performance
- Ensuring Environmental protection through Prevention of Pollution
- Conservation of Natural Resources
- Creating a work environment which encourages team work, safe work practices, learning and innovation
- Providing safe and healthy conditions that prevents work related injury and illness
- Eliminating hazards and reducing OH&S Risk
- Ensuring participation and consultation of workers

This policy will be made available to interested parties.

Date: 1st June, 2023

A handwritten signature in black ink, appearing to read 'Arvind Singh'.

Arvind Singh
Chief Executive Officer

Annexure VII(A)

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

1) 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.

2) 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.

3) Qualification Requirement for Open Tenders

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

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

4) Reservation for MSME

It shall be mandatory 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.

5) Performance Bank Guarantees

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

STANDARD TECHNICAL SPECIFICATION COVER SHEET

Specification No. : ENG-EHV-1034

Specification Name : Technical Specification For V cross Arm 33 KV

Prepared by	Reviewed by	Reviewed by	Reviewed by	Approved by	Released by
BARSHA BANDITA	DEEPAK BADATYA	K GOVINDARAJ	Ranjan Kumar Sahoo	KHAJAN BHARDWAJ	POURUSH GARG
TPCODL	TPNODL	TPWODL	TPSODL	TPCODL	TPCODL
03-04-2023	17-04-2023	28-04-2023	29-04-2023	26-05-2023	22-06-2023

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2. APPLICABLE STANDARDS
3. CLIMATIC CONDITIONS OF THE INSTALLATION
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9. PRE-DISPATCH INSPECTION
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14. QUALITY CONTROL
15. TESTING FACILITIES
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17. SPARES, ACCESSORIES AND TOOLS
18. DRAWINGS AND DOCUMENTS
19. SCHEDULE "A" GUARANTEED TECHNICAL PARTICULARS
20. SCHEDULE "B" DEVIATIONS

1. SCOPE:

This specification covers the design, manufacture, testing and supply of 33kV GI V Cross Arm to be used in Structures. Scope also includes transportation & unloading at store / site.

2. APPLICABLE STANDARDS:

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian, International Standards and shall conform to the regulations of the local authorities:

IS 2062	Hot Rolled Medium and High Tensile Structural Steel
IS 1852	Rolling and Cutting Tolerances for Hot Rolled Steel products
IS 2633	Methods for testing uniformity of coating of zinc coated articles
IS 4759	Hot-dip zinc coatings on structural steel and other allied products
IS 6745	Method for determination of mass of zinc coating on zinc coated iron and steel articles

3. CLIMATIC CONDITIONS OF THE INSTALLATION:

SL.NO.	CONDITONS	VALUES
1	Max. altitude above sea level	1200m
2	Max. Ambient Temperature	50 °C
3	Max. Daily average ambient temp	35 °C
4	Min Ambient Temp	0 °C
5	Maximum temperature attainable by an object exposed to sun	60 °C
6	Maximum Humidity	95%
7	Minimum Humidity	10%
8	Average No. of thunderstorm days per annum	70
9	Average Annual Rainfall	150 cm
10	Average No. of rainy days per annum	120
11	Thermal Resistivity of soil	150 Deg. Ccm/W
12	Wind Pressure	126 kg/sq. m up to an elevation of 10 meter.

SL.NO.	CONDITIONS	VALUES
14	Earthquakes of intensity in horizontal direction	equivalent to seismic acceleration of 0.3g
15	Earthquakes of intensity in vertical direction	equivalent to seismic acceleration of 0.15g
16	Wind velocity	300 km/hr.

TPCODL/TPNODL/TPSODL/ TPWODL service area **has heavy saline conditions along the coast and High cyclonic Intensity winds with speed up to 300 Km ph.** The atmosphere is generally laden with mild acid, dust in suspension during the dry months, and is subjected to fog in cold months.

4. GENERAL TECHNICAL REQUIREMENTS:

SL. NO.	TECHNICAL PARTICULARS	DESIRED VALUE
1	Materials	100X50X5 mm Channel , 65X65X6 mm Angle
2	Galvanisation process	Hot-Dip Galvanized
3	Relevant Standard	IS: 2062, IS: 2633, IS: 2629, TPCO-OTH-010.
4	Make	SAIL, JINDAL, RINL & TATA (Billet with re rolling not allowed)
5	Weight of Cross Arm	20 KG (Approx.)
6	Grade of Steel	E 250 A
7	Minimum Tensile Strength	410 N/mm ²
8	Yield Stress	250 N/mm ²
9	Percentage Elongation (Min.) at Gauge Length	23%
10	Bend Test (Internal Dia)	Min-2t
11	Mass of Zinc Coating	Min 705 gm/m ²
12	Zinc Coating Thickness	Min 100 micron (6 Dip)
13	Chemical composition	Grade: E 250 A (As per IS: 2062)
14	Tolerance	As per IS 1852 latest amendment

5. GENERAL CONSTRUCTION:

The Chemical composition and Physical properties of the finished material shall be as per the equivalent standards. Chemical Composition and Physical Properties shall conforming to IS: 2062. The approved makes are SAIL, JINDAL, RINL & TATA (Billet with re rolling not allowed).

5.1 CHEMICAL COMPOSITION

Chemical composition for 250 A Grade

- a) C - 0.23% Max
- b) Mn - 1.5% Max
- c) S - 0.045% Max
- d) P - 0.045% Max
- e) SI - 0.40% Max
- f) CE (Carbon Equivalent)- 0.42%

5.2 Galvanization:

All 33kV V Cross Arms shall be hot dip galvanized, are as following:

- a) All galvanizing shall be carried out by the hot dip process, in accordance with Specification IS 2629.
- b) The zinc coating (Min 705 gms per sq.mt / 100 Micron, 6 Dips) shall be smooth, continuous and uniform. It shall be free from acid spot and shall not scale, blister or be removable by handling or packing.
- c) There shall be no impurities in the zinc or additives to the galvanic bath which could have a detrimental effect on the durability of the zinc coating. Purity of zinc shall be Zn 99.95% or better.
- d) In the event of damage to the galvanizing the method used for repair shall be subject to the approval of the Engineer in Charge or that of his representative. Repair of galvanization at site will not be permitted in any situation.
- e) Partial immersion of the work shall not be permitted and the galvanizing tank must therefore be sufficiently large to permit galvanizing to be carried out by one immersion.
- f) After galvanizing no drilling or welding shall be performed on the galvanized parts. To avoid the formation of white rust galvanized materials shall be stacked during transport and stored in such a manner as to permit adequate ventilation. Sodium dichromate treatment shall be provided to avoid formation of white rust after hot dip galvanization. The galvanized steel shall be subjected to test as per IS-2633.
- g) Quality of Hot Dip Galvanization should comply with IS 2629, ISO 1461 & should be guaranteed for any type of damage due to harsh climatic condition for 5 Years. These V Cross Arms are to be used in coastal areas of Odisha where climate is hot, humid & saline. These areas are prone to flood & frequent rainfall.

6. MARKING:

Following distinct non-erasable embossing is to be made on each Channel and Angles to be supplied to TPCODL/TPWODL/TPNODL/TPSODL under this Tender.

a) Manufacturer Name/ Trade Mark

Engraved Marking (Punching before galvanization)

a) "TPCODL/TPWODL/TPNODL/TPSODL"

b) Year of manufacturing

c) PO Number

7. TESTS:

The bidder shall be required to submit complete set of the following test reports along with the offer:

7.1 ACCEPTANCE TESTS

i) Chemical Composition

ii) Mechanical Properties

iii) Dimension Test & Weight (kg/M) Visual Examination,

iv) Test in respect of Hot Dip Galvanization i.e. Thickness of zinc coating in microns

7.2 ROUTINE TESTS

Same as Acceptance Test

7.3 TYPE TESTS

i) Chemical Composition

ii) Mechanical Properties

iii) Test in respect of Hot Dip Galvanization i.e. thickness of zinc coating in microns

8. TYPE TEST CERTIFICATES:

The Bidder shall furnish the type test certificates for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at **CPRI/ERDA/Other Govt. Lab** as per relevant IS. However, TPCODL/ TPWODL/ TPNODL/ TPSODL. TATA-POWER reserves the right to allow any other NABL accredited/ Govt. lab report under exceptional circumstances after due diligence/ scrutiny by DISCOM. Type tests should have been conducted during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to TPCODL/ TPWODL/ TPNODL/ TPSODL.

9. PRE-DISPATCH INSPECTION:

The material shall be subject to inspection by a duly authorized representative of the TPCODL/TPWODL/TPNODL/TPSODL. Inspection may be made at any stage of manufacture at

the discretion of the purchaser and the equipment, if found unsatisfactory as to workmanship or material, the same is liable to rejection. Bidder shall grant free access to the places of manufacture to TPCODL/TPWODL/TPNODL/TPSODL's representatives at all times when the work is in progress. Inspection by the TPCODL/TPWODL/TPNODL/TPSODL or its authorized representatives shall not relieve the bidder of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TPCODL/TPWODL/TPNODL/TPSODL.

Following documents shall be sent along with material.

- a) Test reports
- b) MDCC issued by TPCODL/TPWODL/TPNODL/TPSODL
- c) TPCODL/TPWODL/TPNODL/TPSODL Invoice in duplicate
- d) Packing list
- e) Drawings & catalogue
- f) Guarantee / Warrantee card
- g) Delivery Challan
- h) Other Documents (as applicable).

10. INSPECTION AFTER RECEIPT AT STORE:

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

11. GUARANTEE:

Bidder shall stand guarantee towards design, materials, workmanship & quality of process/manufacturing of items under the contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Company up to a period of 12 months from the date of commissioning or 24 months from the date of last supplies made under the contract, whichever is earlier, supplier shall be liable to undertake to replace/rectify such defects at his own costs. within mutually agreed timeframe, and to the entire satisfaction of the Company, failing which the Company will be at liberty to get it replaced/rectified at supplier's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the supplier or from the "Security cum Performance Deposit" as the case may be.

Galvanization Guarantee- Quality of Hot Dip Galvanization should be guaranteed for any type of damage due to harsh climatic condition for 5 Years.

12. PACKING:

Supplier shall ensure that all material covered by this specification shall be prepared for rail/road transport (local equipment) and be packed in such a manner as to protect it from damage in transit. The bidder shall provide instructions regarding handling and storage precautions to be taken at site.

13. TENDER SAMPLE:

The Bidder shall provide 1 no. sample of the product. The product will be accepted only if it meets all specifications as defined in the document.

14. QUALITY CONTROL:

The bidder shall submit QAP indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. The Purchaser's engineer or its nominated representative shall have free access to the manufacturer's/sub-supplier's works to carry out inspections.

15. TESTING FACILITIES:

Supplier/ Manufacturer shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant Indian standards.

16. MANUFACTURING FACILITIES:

The bidder shall get the approved drawing and GTP before start of manufacturing activity. The successful bidder will have to submit details of the offered design & components for approval as per specification. CAT-A/CAT-B is mandatory to start manufacturing.

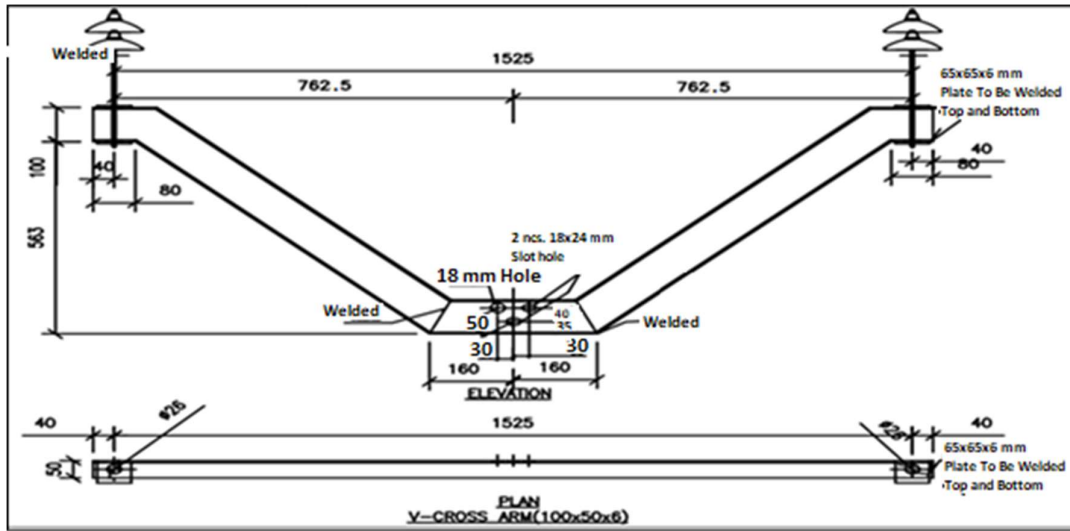
17. SPARES, ACCESSORIES AND TOOLS

Not applicable.

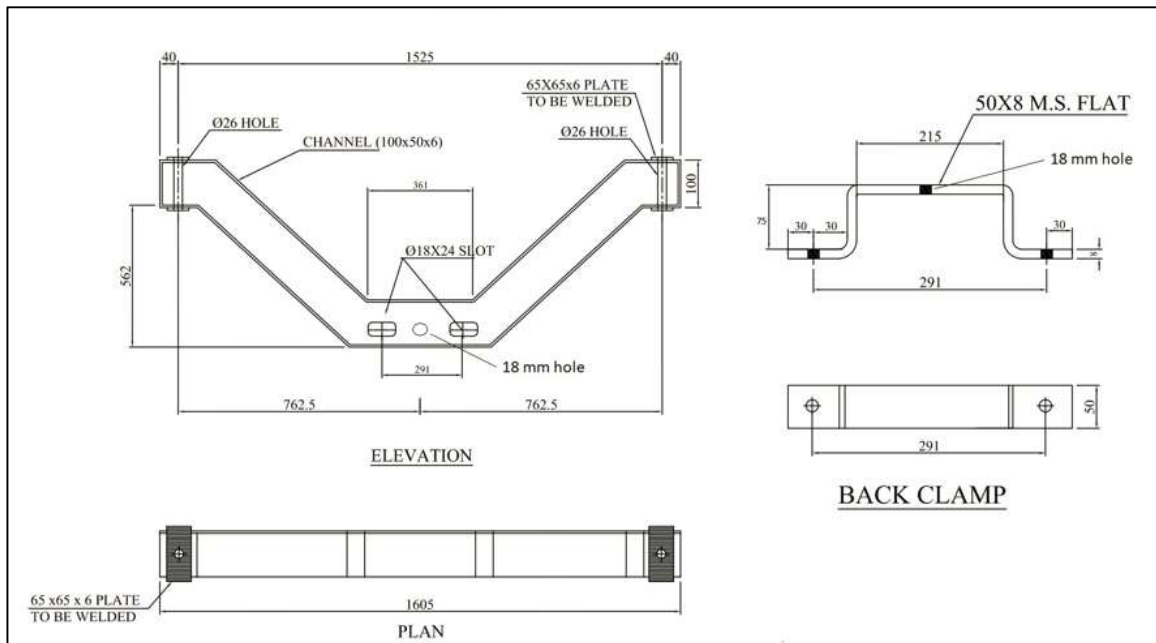
18. DRAWINGS AND DOCUMENTS:

Following drawings and documents shall be submitted in line with the requirement of Tender specifications:

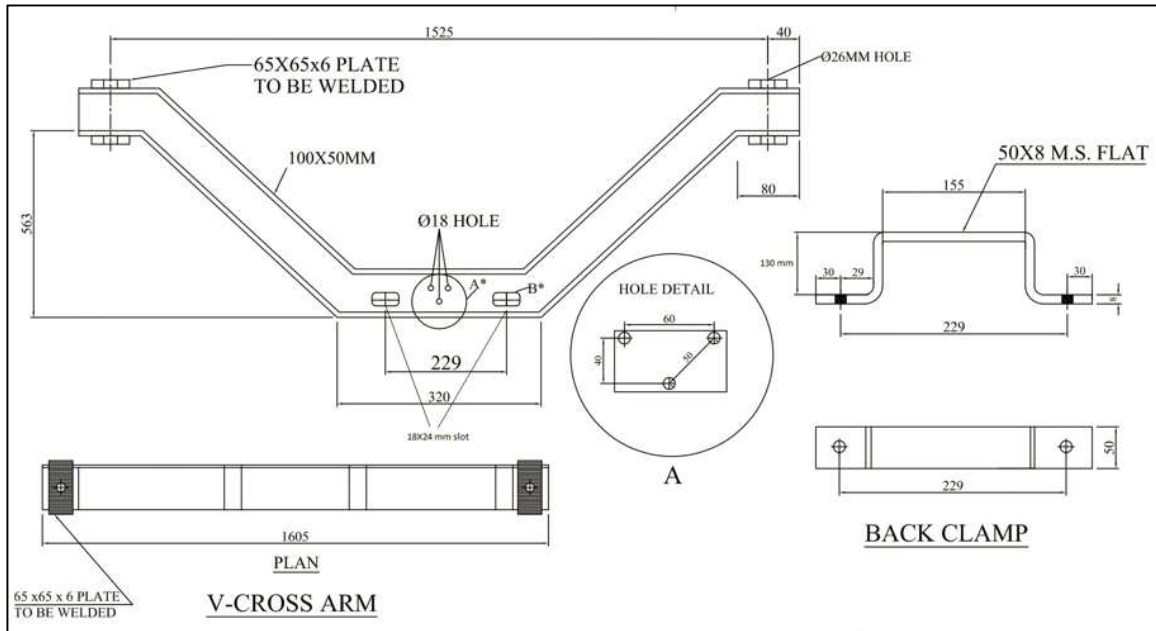
- a) Completely filled—in clause wise compliance of the specification
- b) Schedule "B" Deviations
- c) Work Experience details
- d) Type test certificates.
- e) Drawing 1 set of Hard Copy & Soft copy PDF File containing complete information about manufacturing.



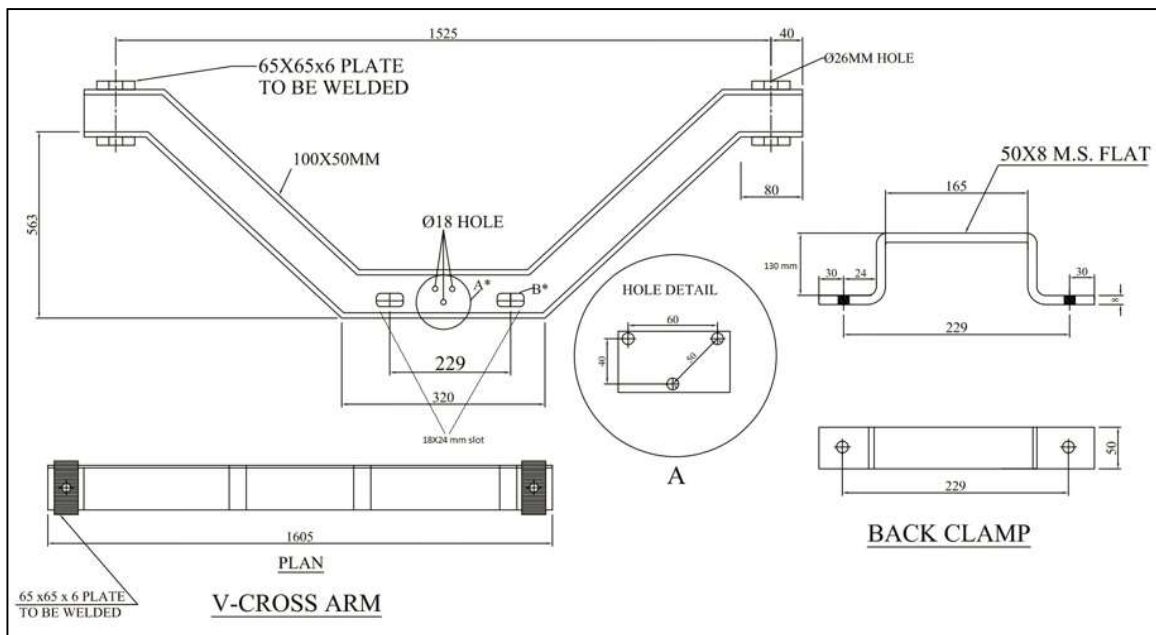
OPTION1:- Arrangement in WPB Pole



OPTION2:- Arrangement in 9 Mtr. PSC Pole



OPTION 3:- Arrangement in RSJ Pole



OPTION 4:- Arrangement in WPB Pole

Note:- The drawing is for tender purpose only and indicative in nature & will be finalized during detailed engineering

19. SCHEDULE- "A" GUARANTEED TECHNICAL PARTICULARS:

Bidder to submit completely clause wise compliance of this specification.

20. SCHEDULE "B" DEVIATIONS:

(TO BE ENCLOSED WITH TECHNICAL BID)

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

SL. No	Clause No.	Details of deviation with justifications

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

Seal of the Company:

Signature

Designation

STANDARD TECHNICAL SPECIFICATION COVER SHEET

Specification No. : ENG-GEN-4027

Specification Name : Technical Specification For GI Channel & Angle, GI Top Bracket

Prepared by	Reviewed by	Reviewed by	Reviewed by	Approved by	Released by
BARSHA BANDITA	ANUP SAMAL	TANISA PRAHARAJ	Jyoti Ranjan Sahu	KHAJAN BHARDWAJ	POURUSH GARG
TPCODL	TPNODL	TPWODL	TPSODL	TPCODL	TPCODL
28-02-2023	03-03-2023	03-03-2023	09-03-2023	18-03-2023	18-03-2023

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20. SCHEDULE "B" DEVIATIONS

1. SCOPE:

This specification covers the design, manufacture, testing and supply of GI Structural Items includes Channel, Angles and Top brackets to be used in Structures. Scope also includes transportation & unloading at store / site.

2. APPLICABLE STANDARDS:

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian, International Standards and shall conform to the regulations of the local authorities:

IS 2062	Hot Rolled Medium and High Tensile Structural Steel
IS 1852	Rolling and Cutting Tolerances for Hot Rolled Steel products
IS 2633	Methods for testing uniformity of coating of zinc coated articles
IS 4759	Hot-dip zinc coatings on structural steel and other allied products
IS 6745	Method for determination of mass of zinc coating on zinc coated iron and steel articles

3. CLIMATIC CONDITIONS OF THE INSTALLATION:

SL. NO.	CONDITIONS	VALUES
1	Max. altitude above sea level	1200m
2	Max. Ambient Temperature	50 °C
3	Max. Daily average ambient temp	35 °C
4	Min Ambient Temp	0 °C
5	Maximum temperature attainable by an object exposed to sun	60 °C
6	Maximum Humidity	95%
7	Minimum Humidity	10%
8	Average No. of thunderstorm days per annum	70
9	Average Annual Rainfall	150 cm
10	Average No. of rainy days per annum	120
11	Thermal Resistivity of soil	150 Deg. Ccm/W

SL. NO.	CONDITIONS	VALUES
12	Wind Pressure	126 kg/sq. m up to an elevation of 10 meter.
14	Earthquakes of intensity in horizontal direction	equivalent to seismic acceleration of 0.3g
15	Earthquakes of intensity in vertical direction	equivalent to seismic acceleration of 0.15g
16	Wind velocity	300 km/hr.

Environmentally, some of the regions, where the work will take place include coastal areas, subject to high relative humidity, which can give rise to condensation. Onshore winds will frequently be salt laden. On occasions, the combination of salt and condensation may create pollution conditions for outdoor insulators. Some places are in heavily industrial polluted areas. Therefore, Outdoor material and equipment shall be designed and protected for use in exposed, heavily polluted, salty, corrosive and humid coastal atmosphere.

The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months. The design of equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.1 g.

4. GENERAL TECHNICAL REQUIREMENTS:

SL. NO.	TECHNICAL PARTICULARS	DESIRED VALUE			
		100X50X5 mm	75X40x4.8 mm	65X65X6 mm	50X50X6 mm
1	Material	Hot-Dip Galvanized Channel	Hot-Dip Galvanized Channel	Hot-Dip Galvanized Angle	Hot-Dip Galvanized Angle
2	Relevant Standard	IS: 2062, IS: 2633, IS: 2629, IS: 4759	IS: 2062, IS: 2633, IS: 2629, IS: 4759	IS: 2062, IS: 2633, IS: 2629, IS: 4759	IS: 2062, IS: 2633, IS: 2629, IS: 4759
3	Make	SAIL, JINDAL, RINL & TATA (Billet with re rolling not allowed)			
4	Grade of Steel	E 250 A	E 250 A	E 250 A	E 250 A
5	Minimum Tensile Strength in Mpa	410	410	410	410
6	Yield Stress in Mpa	250	250	250	250
7	Percentage Elongation (Min.) at Gauge Length	23%	23%	23%	23%

SL. NO.	TECHNICAL PARTICULARS	DESIRED VALUE			
		100X50X5 mm	75X40x4.8 mm	65X65X6 mm	50X50X6 mm
8	Bend Test (Internal Dia)	Min-2t	Min-2t	Min-2t	Min-2t
9	Mass of Zinc Coating	Min 705 gm/m ²	Min 705 gm/m ²	Min 705 gm/m ²	Min 705 gm/m ²
10	Zinc Coating Thickness & No of Dips	Min. 100 Micron at every point with 6 Dips	Min. 100 Micron at every point with 6 Dips	Min. 100 Micron at every point with 6 Dips	Min. 100 Micron at every point with 6 Dips
11	Chemical composition	Grade: E 250 A (As per IS: 2062)	Grade: E 250 A (As per IS: 2062)	Grade: E 250 A (As per IS: 2062)	Grade: E 250 A (As per IS: 2062)
12	Standard length of supply For Channel and Angles only	6 Metre Long			
13	Tolerances	As per IS 1852 latest Amendment			

5. GENERAL CONSTRUCTION:

The Chemical composition and Physical properties of the finished material shall be as per the equivalent standards. Chemical Composition and Physical Properties shall conforming to IS: 2062. The approved makes are SAIL, JINDAL, RINL & TATA (Billet with re rolling not allowed). Mass of the Channel and Angles are as follows:-

- a) 100x50x5 mm:- 9.56kg/m
- b) 75x40x4.8 mm:- 7.14kg/m
- c) 65x65x6 mm:- 5.8kg/m
- d) 50x50x6 mm:-4.5kg/m

5.1 CHEMICAL COMPOSITION

Chemical composition for E 250 A Grade

- a) C - 0.23% Max
- b) Mn - 1.5% Max
- c) S - 0.045% Max
- d) P - 0.045%Max
- e) SI - 0.40% Max
- f) CE (Carbon Equivalent)- 0.42%

5.2 Galvanization:

All the channels and angles shall be hot dip galvanized, are as following:

- a) All galvanizing shall be carried out by the hot dip process, in accordance with Specification IS 2629.
- b) The zinc coating (Min 705 gms per sq.mt / Min. 100 Micron at every point with 6 Dips) shall be smooth, continuous and uniform. It shall be free from acid spot and shall not scale, blister or be removable by handling or packing.
- c) There shall be no impurities in the zinc or additives to the galvanic bath which could have a detrimental effect on the durability of the zinc coating. Purity of zinc shall be Zn 99.95% or better.
- d) In the event of damage to the galvanizing the method used for repair shall be subject to the approval of the Engineer in Charge or that of his representative. Repair of galvanization at site will not be permitted in any situation.
- e) Partial immersion of the work shall not be permitted and the galvanizing tank must therefore be sufficiently large to permit galvanizing to be carried out by one immersion.
- f) After galvanizing no drilling or welding shall be performed on the galvanized parts. To avoid the formation of white rust galvanized materials shall be stacked during transport and stored in such a manner as to permit adequate ventilation. Sodium dichromate treatment shall be provided to avoid formation of white rust after hot dip galvanization. The galvanized steel shall be subjected to test as per IS-2633.
- g) Quality of Hot Dip Galvanization should comply with IS 2629, ISO 1461 & should be guaranteed for any type of damage due to harsh climatic condition for 5 Years. These channels and angles are to be used in coastal areas of Odisha where climate is hot, humid & saline. These areas are prone to flood & frequent rainfall.

6. MARKING:

Following distinct non-erasable embossing is to be made on each Channel and Angles and top Bracket to be supplied to TPCODL/TPNODL/TPWODL/TPSODL under this Tender.

- a) Manufacturer Name/ Trade Mark
- b) E-250 A

Engraved Marking (Punching before galvanization)

- a) "TPCODL/TPNODL/TPWODL/TPSODL"
- b) Year of manufacturing
- c) PO Number

7. TESTS:

The bidder shall be required to submit complete set of the following test reports along with the offer:

7.1 ACCEPTANCE TESTS

- i) Chemical Composition
- ii) Mechanical Properties
- iii) Dimension Test & Weight (kg/M) Visual Examination,
- iv) Test in respect of Hot Dip Galvanization i.e. Thickness of zinc coating in microns
- v) Mass of Zinc Test

7.2 ROUTINE TESTS

Same as Acceptance Test

7.3 TYPE TESTS

- i) Chemical Composition
- ii) Mechanical Properties
- iii) Test in respect of Hot Dip Galvanization i.e. thickness of zinc coating in microns

8. TYPE TEST CERTIFICATES:

The Bidder shall furnish the type test certificates for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at **CPRI/ERDA** as per relevant IS. However, TPCODL/ TPWODL/ TPNODL/ TPSODL. TATA-POWER reserves the right to allow any other NABL accredited/ Govt. lab report under exceptional circumstances after due diligence/ scrutiny by DISCOM. Type tests should have been conducted during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to TPCODL/ TPWODL/ TPNODL/ TPSODL.

9. PRE-DISPATCH INSPECTION:

The material shall be subject to inspection by a duly authorized representative of the TPCODL/TPNODL/TPWODL/TPSODL. Inspection may be made at any stage of manufacture at the discretion of the purchaser and the equipment, if found unsatisfactory as to workmanship or material, the same is liable to rejection. Bidder shall grant free access to the places of manufacture to TPCODL/TPNODL/TPWODL/TPSODL's representatives at all times when the work is in progress. Inspection by the TPCODL/TPNODL/TPWODL/TPSODL or its authorized

representatives shall not relieve the bidder of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TPCODL/TPNODL/TPWODL/TPSODL.

Following documents shall be sent along with material.

- a) Test reports
- b) MDCC issued by TPCODL/TPNODL/TPWODL/TPSODL
- c) TPCODL/TPNODL/TPWODL/TPSODL Invoice in duplicate
- d) Packing list
- e) Drawings & catalogue
- f) Guarantee / Warrantee card
- g) Delivery Challan
- h) Other Documents (as applicable).

10. INSPECTION AFTER RECEIPT AT STORE:

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

11. GUARANTEE:

Bidder shall stand guarantee towards design, materials, workmanship & quality of process/manufacturing of items under the contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Company up to a period of 54 months from the date of commissioning or 60 months from the date of last supplies made under the contract, whichever is earlier, supplier shall be liable to undertake to replace/rectify such defects at his own costs. within mutually agreed timeframe, and to the entire satisfaction of the Company, failing which the Company will be at liberty to get it replaced/rectified at supplier's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the supplier or from the "Security cum Performance Deposit" as the case may be.

Galvanization Guarantee- Quality of Hot Dip Galvanization should be guaranteed for any type of damage due to harsh climatic condition for 5 Years.

12. PACKING:

Supplier shall ensure that all material covered by this specification shall be prepared for rail/road transport (local equipment) and be packed in such a manner as to protect it from damage in transit. The bidder shall provide instructions regarding handling and storage precautions to be

taken at site.

13. TENDER SAMPLE:

The Bidder shall provide 1 no. sample of the product. The product will be accepted only if it meets all specifications as defined in the document.

14. QUALITY CONTROL:

The bidder shall submit QAP indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. The Purchaser's engineer or its nominated representative shall have free access to the manufacturer's/sub-supplier's works to carry out inspections.

15. TESTING FACILITIES:

Supplier/ Manufacturer shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant Indian standards.

16. MANUFACTURING FACILITIES:

The successful bidder shall submit the bar chart for various manufacturing activities clearly elaborating each stage, with quantity. This bar chart should be in line with the Quality assurance plan submitted with the offer.

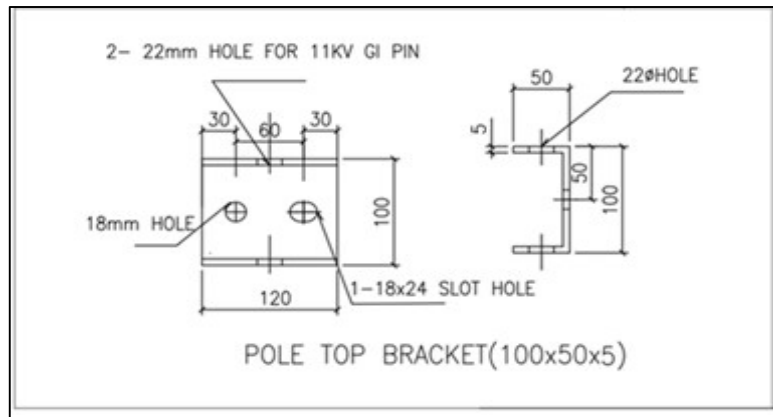
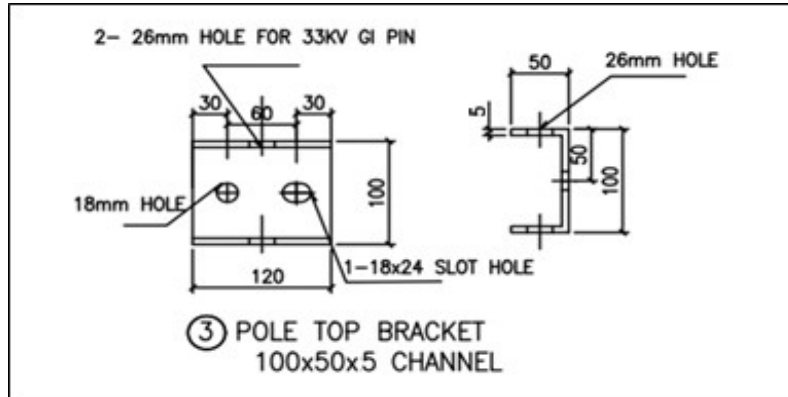
17. SPARES, ACCESSORIES AND TOOLS

Not applicable.

18. DRAWINGS AND DOCUMENTS:

Following drawings and documents shall be submitted in line with the requirement of Tender specifications:

- a) Completely filled in Schedule "A" Guaranteed Technical Particulars & Schedule "B" Deviations
- b) Work Experience details
- c) Type test certificates.
- d) Drawing 1 set of Hard Copy & Soft copy PDF File containing complete information about manufacturing.



Note:- The Drawing is for Tender Purpose Only.

19. SCHEDULE- "A" GUARANTEED TECHNICAL PARTICULARS:

SL. NO.	TECHNICAL PARTICULARS	To Be Furnished By The Bidder			
		100X50X5 mm	75X40x4.8 mm	65X65X6 mm	50X50X6 mm
1	Material				
2	Relevant Standard				
4	Make				
5	Grade of Steel				
6	Minimum Tensile Strength in Mpa				
7	Yield Stress in Mpa				
8	Percentage Elongation (Min.) at Gauge Length				
9	Bend Test (Internal Dia)				
10	Mass of Zinc Coating				

SL. NO.	TECHNICAL PARTICULARS	To Be Furnished By The Bidder			
		100X50X5 mm	75X40x4.8 mm	65X65X6 mm	50X50X6 mm
11	Zinc Coating Thickness & No of Dips				
12	Standard length of supply for channel and angles only				
13	Tolerances				

20. SCHEDULE "B" DEVIATIONS:

(TO BE ENCLOSED WITH TECHNICAL BID)

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

SL. No	Clause No.	Details of deviation with justifications

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

Seal of the Company:

Signature

Designation

STANDARD TECHNICAL SPECIFICATION COVER SHEET

Specification No. : ENG-HV-2026

Specification Name : Technical Specification For V cross Arm 11 KV

Prepared by	Reviewed by	Reviewed by	Reviewed by	Approved by	Released by
BARSHA BANDITA	DEEPAK BADATYA	K GOVINDARAJ	Ranjan Kumar Sahoo	KHAJAN BHARDWAJ	POURUSH GARG
TPCODL	TPNODL	TPWODL	TPSODL	TPCODL	TPCODL
17-04-2023	02-05-2023	04-05-2023	09-05-2023	23-05-2023	22-06-2023

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19. SCHEDULE "A" GUARANTEED TECHNICAL PARTICULARS
20. SCHEDULE "B" DEVIATIONS

1. SCOPE:

This specification covers the design, manufacture, testing and supply of 11kV GI V Cross Arm to be used in Structures. Scope also includes transportation & unloading at store / site.

2. APPLICABLE STANDARDS:

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian, International Standards and shall conform to the regulations of the local authorities:

IS 2062	Hot Rolled Medium and High Tensile Structural Steel
IS 1852	Rolling and Cutting Tolerances for Hot Rolled Steel products
IS 2633	Methods for testing uniformity of coating of zinc coated articles
IS 4759	Hot-dip zinc coatings on structural steel and other allied products
IS 6745	Method for determination of mass of zinc coating on zinc coated iron and steel articles

3. CLIMATIC CONDITIONS OF THE INSTALLATION:

SL.NO.	CONDITONS	VALUES
1	Max. altitude above sea level	1200m
2	Max. Ambient Temperature	50 °C
3	Max. Daily average ambient temp	35 °C
4	Min Ambient Temp	0 °C
5	Maximum temperature attainable by an object exposed to sun	60 °C
6	Maximum Humidity	95%
7	Minimum Humidity	10%
8	Average No. of thunderstorm days per annum	70
9	Average Annual Rainfall	150 cm
10	Average No. of rainy days per annum	120
11	Thermal Resistivity of soil	150 Deg. Ccm/W

SL.NO.	CONDITIONS	VALUES
12	Wind Pressure	126 kg/sq. m up to an elevation of 10 meter.
14	Earthquakes of intensity in horizontal direction	equivalent to seismic acceleration of 0.3g
15	Earthquakes of intensity in vertical direction	equivalent to seismic acceleration of 0.15g
16	Wind velocity	300 km/hr.

TPCODL/TPNODL/TPSODL/ TPWODL service area **has heavy saline conditions along the coast and High cyclonic Intensity winds with speed up to 300 Km ph.** The atmosphere is generally laden with mild acid, dust in suspension during the dry months, and is subjected to fog in cold months.

4. GENERAL TECHNICAL REQUIREMENTS:

SL. NO.	TECHNICAL PARTICULARS	DESIRED VALUE
1	Materials	75X40X4.8 mm Channel , 50X50X6 mm GI Plate
2	Galvanisation process	Hot-Dip Galvanized
3	Relevant Standard	IS: 2062, IS: 2633, IS: 2629, TPCO-OTH-010.
4	Make	SAIL, JINDAL, RINL & TATA (Billet with re rolling not allowed)
5	Weight of Cross Arm	10.5 KG (Approx.)
6	Grade of Steel	E 250 A
7	Minimum Tensile Strength	410 N/mm ²
8	Yield Stress	250 N/mm ²
9	Percentage Elongation (Min.) at Gauge Length	23%
10	Bend Test (Internal Dia)	Min-2t
11	Mass of Zinc Coating	Min 705 gm/m ²
12	Zinc Coating Thickness	Min 100 micron (6 Dip)
13	Chemical composition	Grade: E 250 A (As per IS: 2062)
14	Tolerances	As per IS 1852 latest amendments

5. GENERAL CONSTRUCTION:

The Chemical composition and Physical properties of the finished material shall be as per the equivalent standards. Chemical Composition and Physical Properties shall conforming to IS: 2062.

The approved makes are SAIL, JINDAL, RINL & TATA (Billet with re rolling not allowed).

5.1 CHEMICAL COMPOSITION

Chemical composition for 250 A Grade

- a) C - 0.23% Max
- b) Mn - 1.5% Max
- c) S - 0.045% Max
- d) P - 0.045% Max
- e) SI - 0.40% Max
- f) CE (Carbon Equivalent) - 0.42%

5.2 Galvanization:

All 11kV V Cross Arms shall be hot dip galvanized, are as following:

- a) All galvanizing shall be carried out by the hot dip process, in accordance with Specification IS 2629.
- b) The zinc coating (Min 705 gms per sq.mt / 100Micron, 6 Dips) shall be smooth, continuous and uniform. It shall be free from acid spot and shall not scale, blister or be removable by handling or packing.
- c) There shall be no impurities in the zinc or additives to the galvanic bath which could have a detrimental effect on the durability of the zinc coating. Purity of zinc shall be Zn 99.95% or better.
- d) In the event of damage to the galvanizing the method used for repair shall be subject to the approval of the Engineer in Charge or that of his representative. Repair of galvanization at site will not be permitted in any situation.
- e) Partial immersion of the work shall not be permitted and the galvanizing tank must therefore be sufficiently large to permit galvanizing to be carried out by one immersion.
- f) After galvanizing no drilling or welding shall be performed on the galvanized parts. To avoid the formation of white rust galvanized materials shall be stacked during transport and stored in such a manner as to permit adequate ventilation. Sodium dichromate treatment shall be provided to avoid formation of white rust after hot dip galvanization. The galvanized steel shall be subjected to test as per IS-2633.
- g) Quality of Hot Dip Galvanization should comply with IS 2629, ISO 1461 & should be guaranteed for any type of damage due to harsh climatic condition for 5 Years. These V Cross Arms are to be used in coastal areas of Odisha where climate is hot, humid & saline. These areas are prone to flood & frequent rainfall.

6. MARKING:

Following distinct non-erasable embossing is to be made on each Channel and Angles to be supplied to TPCODL/TPWODL/TPNODL/TPSODL under this Tender.

a) Manufacturer Name/ Trade Mark

Engraved Marking (Punching before galvanization)

a) "TPCODL/TPWODL/TPNODL/TPSODL"

b) Year of manufacturing

c) PO Number

7. TESTS:

The bidder shall be required to submit complete set of the following test reports along with the offer:

7.1 ACCEPTANCE TESTS

- i) Chemical Composition
- ii) Mechanical Properties
- iii) Dimension Test & Weight (kg/M) Visual Examination,
- iv) Test in respect of Hot Dip Galvanization i.e. Thickness of zinc coating in microns

7.2 ROUTINE TESTS

Same as Acceptance Test

7.3 TYPE TESTS

- i) Chemical Composition
- ii) Mechanical Properties
- iii) Test in respect of Hot Dip Galvanization i.e. thickness of zinc coating in microns

8. TYPE TEST CERTIFICATES:

The Bidder shall furnish the type test certificates for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at **CPRI/ERDA/ Other Govt. Lab** as per relevant IS. However, TPCODL/ TPWODL/ TPNODL/ TPSODL. TATA-POWER reserves the right to allow any other NABL accredited/ Govt. lab report under exceptional circumstances after due diligence/ scrutiny by DISCOM. Type tests should have been conducted during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to TPCODL/ TPWODL/ TPNODL/ TPSODL.

9. PRE-DISPATCH INSPECTION:

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

- a) Test reports
- b) MDCC issued by TPCODL/TPWODL/TPNODL/TPSODL
- c) TPCODL/TPWODL/TPNODL/TPSODL Invoice in duplicate
- d) Packing list
- e) Drawings & catalogue
- f) Guarantee / Warrantee card
- g) Delivery Challan
- h) Other Documents (as applicable).

10. INSPECTION AFTER RECEIPT AT STORE:

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

11. GUARANTEE:

Bidder shall stand guarantee towards design, materials, workmanship & quality of process/manufacturing of items under the contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Company up to a period of 12 months from the date of commissioning or 24 months from the date of last supplies made under the contract, whichever is earlier, supplier shall be liable to undertake to replace/rectify such defects at his own costs. within mutually agreed timeframe, and to the entire satisfaction of the Company, failing which the Company will be at liberty to get it replaced/rectified at supplier's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the supplier or from the "Security cum Performance Deposit" as the case may be.

Galvanization Guarantee- Quality of Hot Dip Galvanization should be guaranteed for any type of

damage due to harsh climatic condition for 5 Years.

12. PACKING:

Supplier shall ensure that all material covered by this specification shall be prepared for rail/road transport (local equipment) and be packed in such a manner as to protect it from damage in transit. The bidder shall provide instructions regarding handling and storage precautions to be taken at site.

13. TENDER SAMPLE:

The Bidder shall provide 1 no. sample of the product. The product will be accepted only if it meets all specifications as defined in the document.

14. QUALITY CONTROL:

The bidder shall submit QAP indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. The Purchaser's engineer or its nominated representative shall have free access to the manufacturer's/sub-supplier's works to carry out inspections.

15. TESTING FACILITIES:

Supplier/ Manufacturer shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant Indian standards.

16. MANUFACTURING FACILITIES:

The bidder shall get the approved drawing and GTP before start of manufacturing activity. The successful bidder will have to submit details of the offered design & components for approval as per specification. CAT-A/CAT-B is mandatory to start manufacturing.

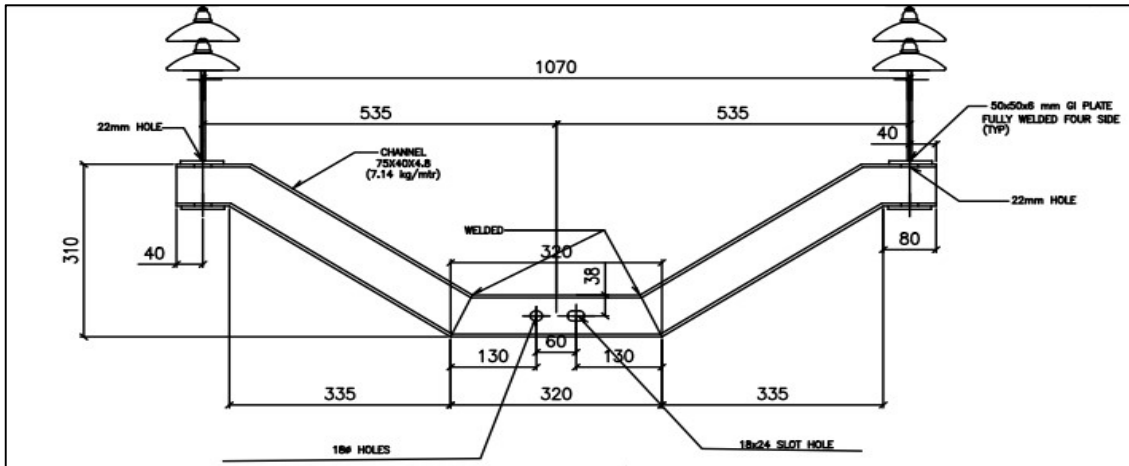
17. SPARES, ACCESSORIES AND TOOLS

Not applicable.

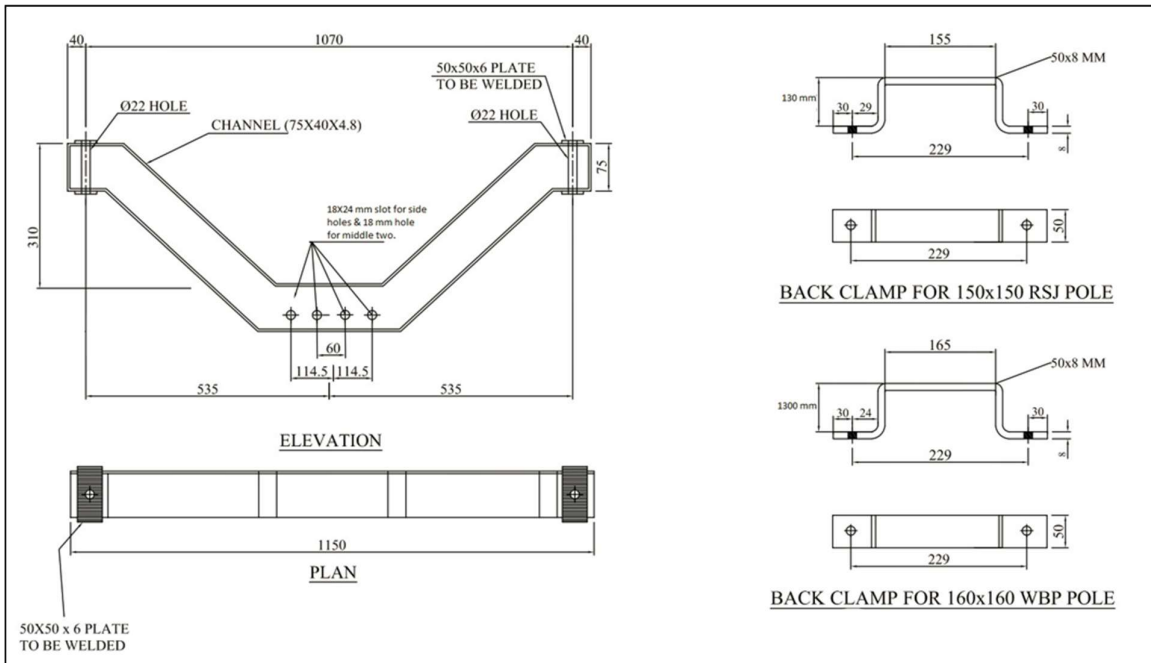
18. DRAWINGS AND DOCUMENTS:

Following drawings and documents shall be submitted in line with the requirement of Tender specifications:

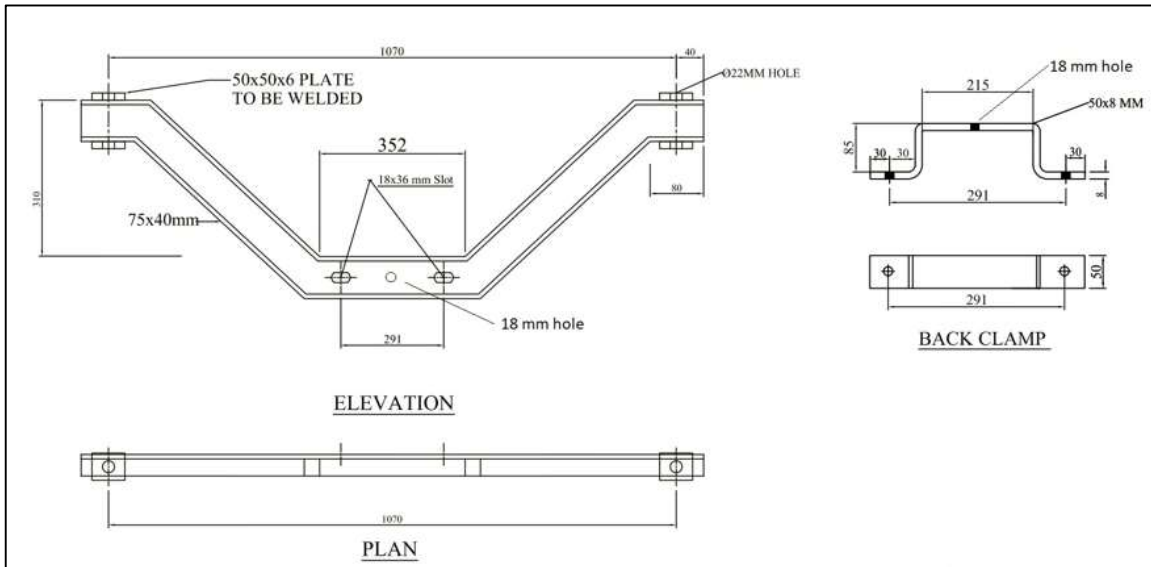
- a) Completely filled–in clause wise compliance of the specification
- b) Schedule “B” Deviations
- c) Work Experience details
- d) Type test certificates.
- e) Drawing 1 set of Hard Copy & Soft copy PDF File containing complete information about manufacturing.



OPTION1:- Arrangement in WPB Pole



OPTION2:- Arrangement in WPB and RSJ Pole



OPTION3:- Arrangement in 9 Mtr. PSC Pole

Note:- The drawing is for tender purpose only and indicative in nature & will be finalized during detailed engineering.

19. SCHEDULE- "A" GUARANTEED TECHNICAL PARTICULARS:

Bidder to submit completely clause wise compliance of this specification

20. SCHEDULE "B" DEVIATIONS:

(TO BE ENCLOSED WITH TECHNICAL BID)

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

SL. No	Clause No.	Details of deviation with justifications

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

Seal of the Company:

Signature

Designation