

	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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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 Tata Code of Conduct

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

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/ Award of Contract

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

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

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

### 3.2 Contract Commencement Date

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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 execution of all items in the schedule of quantities (Supply, Service and or both as applicable) shall be deemed as the Contract Execution Completion Date.

### **3.6 Contract Execution Period/Time**

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

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

### **3.7 Contract Price /Value**

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

### **3.8 Contract Document**

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

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

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### 3.9 Contract Language

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

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

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

### 3.10 Reverse Auction

TPNODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products / services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached in Annexure I. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form as mentioned in the Annexure I as a token of acceptance for the same.

### 4.0 SCOPE OF WORK

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

The associate shall satisfy himself fully with the details and undertake fully the works as listed in schedule of quantities and conditions, under which the same to be performed. Associate may visit site to equip themselves with all the information required for the execution of work. Unless otherwise stated in the contract, the scope of work shall also include, but not limited to, the following.

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site, storage, preservation, security and handling of the items at work places till completion of contract is also in scope of work.

The associate shall obtain statutory clearances for the works executed by him.

The associate shall provide comprehensive insurance for entire works for contract value and third party liability insurance to cover all risks till completion of contract.

All transport / lifting/ unloading/ storage/preservation of items at site shall be arranged by the Associate at no extra cost to TPNODL. All these activities shall be performed in line with original equipment manufacturers' recommendations and/or as per best engineering practices, with due consent of TPNODL Engineer-in-charge.

**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, licence fees & compensation to be paid, whether incurred by the associates or by a third party for the work

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covered in the scope, regardless of when incurred, shall be supplied/provided by the associate without any extra cost and within the time schedule for efficient, smooth and satisfactory operation and maintenance of the works at the highest possible level under Indian conditions (but according to international standards for facility of this type), unless expressly excluded from the scope of supplies and services in this Contract.

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

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

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

#### **4.1 Indemnity**

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

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

In case of Labour /Erection/ Services Contracts having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- D to Order Issuing Authority.

#### **4.2 Display of Notice Boards at Work Sites**

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

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.
- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

#### **4.3 Disposal of Waste at Site**

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

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

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

#### **4.4 Deployment of Work Force**

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

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

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

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

#### **4.5 Damages of Properties**

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

#### **4.6 Issuance of Materials**

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

#### **4.7 Company's Right To Use Works**

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

#### **4.8 Rights of TPNODL to vary the scope work**

TPNODL shall have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by communicating the intent to do so in writing to the Associate. On receipt of such communication the Associate shall, within the time frame specified in the contract shall provide TPNODL with a reasonably detailed estimate of the cost of the change in scope outlined in the TPNODL communication. The change in the Contract price and time shall be revised upwards or downwards, as the case may be, and shall be mutually agreed to. The Associate shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

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The Associate shall not proceed with the changes in the scope of work till such time revision of Contract price and time schedule are approved and communicated to the associate by TPNODL.

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

#### 4.9 Bid Evaluation- Commercial, Technical and Safety Evaluation

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

- **Safety Evaluation:** Business Associates may be required to submit a separate Safety Bid along with their Technical & Price Bids at the time of bidding, especially in cases where the expected contract value  $\geq$  Rs. 1 Cr. and which fall in high risk category as detailed in Annexure-N. In such cases, TPNODL shall also do a Safety Bid Evaluation along with Technical Evaluation to declare the Qualified Bidders.
- **Technical Evaluation:** The bid shall be evaluated on the parameters and not limited to Bidder Experience, Bidder Performance with other utility/company, internal performance feedback, Technical Specification, General Technical Parameters (GTP), Layout, Drawings etc.

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

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

#### 5.0 PRICES/RATES/TAXES

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

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

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

#### 5.1 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

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and shall be applicable if the contract is executed by the Associate within the Contract Execution Time.

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

## **6.0 TERMS OF PAYMENT**

### **6.1 Pre-Requisites for Payment**

- Associate should have completed execution of that part of contract, for which payment is sought, to the satisfaction of TPNODL's Engineer-in-Charge responsible for the contract and obtained certification for execution of the work.
- Associate has taken C-3 Form
- Associate has undertaken joint measurement of the work executed along with TPNODL's Engineer-in-charge.
- Associate's bills/invoices submitted have been certified by Engineer-In-Charge.

### **6.2 Bills & Invoices**

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

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

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

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

### **6.3 Payment & Statutory Deductions**

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

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

### 6.3.1 Statutory Deductions

TPNODL will deduct the amounts of TDS, TCS as per statutory requirement under the income tax act, the Goods and Services tax act, BOCW Act, or any other applicable tax act and certificates (wherever applicable) will be issued to associate accordingly.

For consumption of TPNODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills.

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Finance office, Balasore.

### 6.4 Guidelines for Raising Running/ Final Bills

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

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish No Demand Certificate, as applicable.

### 6.5 Quantity Variation

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

### 6.6 Full and Final Payment

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

### 7.0 MODE OF PAYMENT

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

In case of service contracts, mostly the quantities of items indicated are estimated and preliminary. However, payments shall be made on the basis of actual quantity of work carried out and measured jointly by the Company and the Associate. Associates shall be responsible to organize joint measurements of works with TPNODL Engineer-in-Charge before raising any bill of work done. In the event Associate fails to do so, TPNODL at their sole discretion, may take

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measurements of work done and proceed as deemed fit and in such an event Associate's right to lodge any subsequent claim shall stand forfeited.

## 8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 21 days from the effective date of issue of PO/RC, Security cum Performance Bank Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to TPNODL for:

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

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

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

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

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

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

## 9.0 STATUTORY COMPLIANCE

### 9.1 Compliance to Various Acts

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

Associate shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labour (Regulation and abolition) Act 1970, and any other relevant regulations as the case may be. Associate shall also be solely responsible for the payment of all benefits such as Provident Fund, ESI, Bonus, Leave compensation and other benefits as may be applicable under applicable labour laws, etc. as per the various statutory

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regulations and shall keep TPNODL indemnified in this regard against any such claim and provide documentary evidences of the same to TPNODL. TPNODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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

### 9.2 SA 8000

As TPNODL/ Tata Power is SA 8000 compliant, it expects its Associates to follow guidelines of SA 8000:2014 on the following aspects

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

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

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

### 9.3 Affirmative Action

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

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

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

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

S. No.	Initiative	for SC/ ST BA's	Guideline Document
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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 BA s under SC/ST shall be governed under following guidelines:**

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

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

**9.4 Compliance to Labour Laws**

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

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

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

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

1. Barricading to be provided at site to cover complete area.
2. Construction material and waste should be inside the closed area made by using barricading.
3. Water sprinkling/fine spray from nozzles to be done to suppress the dust.
4. The board of Dust mitigation measures shall be displayed at site for public viewing with required details.
5. Loose sand or soil and construction material that causes dust shall be covered.

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6. Transport material that are easily wind borne need to be covered by a sheet made of either jute, tarpaulin, plastic or any other effective material.
7. All areas for storing C&D waste/construction material to be demarcated and preferably barricaded particularly those materials that have potential to be dust borne.
8. Grinding and cutting of building materials in open area shall be prohibited.
9. Construction material and waste should be stored only within earmarked area and road side storage of construction material and waste shall be prohibited.
10. No uncovered vehicles carrying construction material and waste shall be permitted.
11. Construction and demolition waste processing and disposal site shall be identified and required dust mitigation measures to be notified at the site.

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

1. The Business Associate will abide by the rules & regulations and various process requirements of TPNODL which may get amended from time to time based on business needs.
2. The Business Associate shall ensure submission of required information to TPNODL as required by TPNODL or any government authorities (with a copy to TPNODL), as and when required within the stipulated time frame.
3. The business associate shall, before start of work, obtain and submit to TPNODL a copy of
  - ✚ PF Code allotment letter issued to him/them by the EPF organization.
  - ✚ ESIC Code allotment letter issued to him/them by the ESI authorities.
  - ✚ valid insurance documents under Employees' Compensation Act, for its employees not eligible for coverage under ESIC
4. The Business Associate shall, in case of his/engagement in any construction activities falling under the purview of the Building and Other Construction Workers (BOCW) Act, apply for registration under the said BOCW Act before start of work and obtain the said registration within a month of starting such work. Business Associate shall also ensure compliance to all other applicable provisions including payment of applicable cess under the Act.
5. The Business Associate shall comply with all applicable provisions under Inter State Migrant Workmen (ISMW) Act.
6. The Business Associate shall ensure its employees enter and work at respective place of work or premises of TPNODL in fulfilment of contractual obligations of the Business Associate, only with due authorization and valid IDENTITY. Issue of such authorization cum identity passes to its workers would be facilitated by the Business Associate, by submitting relevant information, documents, authorizations and complying to TPNODL's processes including safety training and medical checkup procedures as laid down from time to time for issue of authorization cum identity-passes. Business Associate shall not engage any of its workers for work without a valid authorization cum identity pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.
7. The Business Associate shall comply with the following under various statutes, statutory requirement or any other requirement as may be applicable from time to time :

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- i) Submit an application for obtaining Form-V, required for applying for Labour License.
  - ii) Submit a copy of valid Labour License with reference to the work order, without which authorization cum identity passes would not be issued to the employees of respective Business Associate.
  - iii) Temporary authorization cum identity passes are issued only for seven days, hence the Business Associate will be required to arrange for issuance of permanent authorization cum identity passes within said timeline, by submitting required documents/information. With special permission from user and HR/IR department the validity of temporary authorization cum identity passes can be extended upto 15 days. Under no circumstances shall temporary authorization cum identity passes be issued for more than 15 days.
  - iv) Business Associate is required to complete the process of Medical fitness certificate and police verification certificate within these seven days, unless exempted by the TPNODL management. Any delay due to reasons beyond control of the vendor, needs to be approved by TPNODL HR/IR department.
  - v) Business Associate shall apply for Authorisation cum Photo identity pass as per Company's security procedure.
  - vi) In case of renewal of authorization cum identity passes, the application should be initiated at least seven days in advance.
  - vii) Business Associate shall submit the Register of Workmen in Form-XIII, duly filled in all respects, within 15 days of starting the job.
  - viii) Business Associate shall provide employment card (Form-XIV) to all his/their workers.
  - ix) Business Associate shall disburse wages to its employees by 7th of the subsequent month under intimation to TPNODL, through bank transfer with submission of a copy of bank statement to TPNODL. TPNODL expects its associate vendors/ Business Associates to facilitate opening of bank account by all its employees and pay wages through bank transfers.
  - x) Wage notification should be given by the Business Associate at least one week ahead. A copy of the same to be forwarded to TPNODL for information necessary confirmation of payments.
  - xi) Wages Slip (Form-XIX) to be provided by the Business Associate to all its workers before disbursement of wages.
  - xii) PF contribution to be deposited on or before 15th of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
  - xiii) Business Associate to facilitate transfer of PF/EPF accumulations in respect of its employees from their previous employer, if any.
  - xiv) ESI contribution to be deposited on or before 21st of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
  - xv) Muster roll, Wage Register, Combined Challan & ECR of PF deposition and Challan / Contribution history of ESIC to be submitted to TPNODL HR/IR Department on or before 25th of the subsequent month.
  - xvi) Business Associate shall be required to arrange for applicable welfare measures under applicable statutes for its employees in consultation with TPNODL order manager.
  - xvii) Business Associate has to submit all the relevant returns under all applicable enactments on or within the scheduled date and a copy of the same need to be submitted to TPNODL HR/IR department within seven days of the scheduled date of submission.
8. Business Associate shall not be allowed to work for TPNODL without possessing a

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**\* Valid PO                      \*Valid Labour License                      \* Valid Authorisation cum Identity Pass**

9. NO BILLS OF THE VENDOR/BUSINESS ASSOCIATE SHALL BE RELEASED IN CASE OF FAILURE TO COMPLY WITH THE ABOVE PROVISIONS.
10. Above requirement not being exhaustive, vendors/ Business Associate will be liable to comply with the provisions of any other enactment as notified or would be applicable to them from time to time.
11. An additional overhead charge of 25% of the wage bill value will be charged to the Business Associate in case the BA fails to pay the wages of its workers in time and TPNODL as principle employers is compelled to make the payment on their behalf. The total amount, including the overhead charge, will be recovered from the subsequent bill payable to the Business Associate.
12. Continuous default in wage payment to its employees within stipulated date as mentioned above, for three months, will lead to termination of the contract and may also lead to blacklisting of the Business Associate/ cancel vendors' registration.
13. After completion of work and before or at the time of submission of final bills, the Business Associate must ensure the following and submit proof thereof to TPNODL enabling TPNODL release its final bills. In absence of the same no such bills would be released by TPNODL :
  - a. All wage payments are made to its workers till the last day of their work in TPNODL
  - b. Compensation towards Leave with wages are disbursed to its employees till the last day of their work.
  - c. Statutory bonus is paid to its employees for the period of their work.
  - d. Retrenchment compensation, where applicable, is paid to its employees as per eligibility.
  - e. Notice is given to the workers regarding retrenchment and in absence; notice pay is given to the workers as per the enactment, where applicable.
  - f. Along with final payments, full & final statement is issued to all its employees engaged by them for their work in TPNODL
  - g. No dues certificate is obtained from all its employees and copy submitted to TPNODL
  - h. Ensure withdrawal or transfer formalities in respect of PF/EPF accumulation of all its employees and submit proof thereof to TPNODL HR/IR dept.
  - i. Submit Form VI-A to TPNODL and surrender Labour License, wherever issued, to concerned labour department in case the license is no more required for work in TPNODL, and obtain clearance thereof from the Licensing Authority for submission to TPNODL.
  - j. Ensure intimation to PF & ESI authorities regarding completion of work and closure of contract with TPNODL. Proof of such intimation need to be submitted to TPNODL.
  - k. Indemnify TPNODL from any future liability on account of statutory compliance or failure on part of the vendor/Business Associate for their work in TPNODL in respect of their employees or employees of their sub vendors/Business Associates, by submitting an Indemnity Bond on Rs.100/- non judicial stamp paper executed by its Director/Proprietor, authorized for the purpose, and duly notarized.
  - l. Return back the Authorization cum Photo Identity passes to Administration representative or HR/IR department and submit proof thereof to TPNODL HR/IR team.

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14. Penalty of up to Rs.1,00,000/- per month will be applicable to Business Associates defaulting on compliances as mentioned below, at the sole discretion of TPNODL management.

- a. Any complaint received from the workmen of the Business Associate of non-payment / less payment or payment after the due date i.e. the stipulated date for such payment as per law, will attract penalty
- b. Non submission of any or all of the documents listed below (as applicable), in proof of all required statutory compliance (other than wage/payment register), within stipulated time for which it is due, will attract penalty.

List of documents:

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

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

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

The Business Associate will also be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any death due to Covid-19 irrespective of place, type & days of treatment anywhere in India, for a sum insured value of Rs.10 Lacs. In absence of having such coverage and in an unfortunate event of any death of any of its workers due to Covid-19, the BA will be required to pay such amount of Rs.10 Lacs to the victim's family/ legal heirs. The BA is free to have this coverage for their employees against Covid-19 death through a mutually agreed contributory scheme and may recover up to 50% of the average premium payable per insured, from its employees.

#### **9.6 MSME Development ACT 2006**

Provisions for Firms falling in The Micro, Small and Medium Enterprise Development Act 2006:-

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- Business Associate is requested to inform the TPNODL if they fall under provisions of The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPNODL. The Associate also needs to mention the relevant details on their invoice/ bill.
- Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPNODL, enabling them to avail the consequent benefits, failing which TPNODL may take appropriate action against such defaults.
- Business Associates falling in MSME category can avail the following benefits-
  - a. **Tender Fees:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000 including GST towards cost of tender paper.
  - b. **Earnest Money Deposit (EMD):** EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
  - c. **Qualification Requirement for Open Tenders:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria. For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power/ TPNODL and its Group Companies shall supersede feedback from other Customers.
  - d. **Reservation for MSME:** TPNODL reserve the rights to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
  - e. **Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

#### 9.7 ISO 14001

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

#### 10.0 QUALITY

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### **10.1 Knowledge of Requirements**

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

### **10.2 Adherence to Rules & Regulations**

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

### **10.3 Specifications and Standards**

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

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

### **11.0 SAFETY**

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

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

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Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPNODL may revise this CSMS document as a when required and the revised version shall be applicable on all contracts – current or future.

## **12.0 GUARANTEE**

### **12.1 Guarantee of Performance**

Associates shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract or 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.

### **12.2 Guarantee Period**

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

### **12.3 Failure in Guarantee Period (GP)**

If the equipment and material supplied/service or work rendered under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied/service or work rendered under the contract within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied/service or work rendered under the contract, failed in Guarantee Period, TPNODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPNODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPNODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPNODL within 7 days of reporting the issue by

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TPNODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

#### **12.4 Cost of repairs on failure in GP**

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

#### **12.5 Guarantee period for Goods Outsourced**

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

#### **12.6 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.

### **13.0 LIQUIDATED DAMAGES**

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

For delay of each week and part thereof from the completion schedule specified in the contract, 1% of contract value corresponding to unexecuted work, provided full execution is done within 130% of the original contract time. If full contractual service/work rendered is not completed within 130% of contract time for execution, TPNODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

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

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone

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shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPNODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value. Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPNODL as a proof of deduction/ recovery.

### 13.1 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.

### 13.2 Material Recovery

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

### 14.0 ASSIGNMENT OR SUBCONTRACTING

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

In such cases where outsourcing is done by the Associate

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

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

### **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 TPNODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPNODL, in accordance with the terms of the present GCC.

### **16.0 CONFIDENTIALITY**

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

#### **16.1 Documents**

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

#### **16.2 Geographical Data**

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

#### **16.3 Associate's Processes**

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPNODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPNODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPNODL under the Contract shall be passed on to the TPNODL. The TPNODL shall have the right to use these for

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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 TPNODL.

#### **17.0 INTELLECTUAL PROPERTY RIGHTS**

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

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

#### **18.0 INDEMNITY**

The Associate shall at all times indemnify, keep indemnified and hold harmless the TPNODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the TPNODL is held liable for by any court judgement. In this connection, the TPNODL shall pass on all claims made against him to the Associate for settlement.

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

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

## **19.0 LIABILITY & LIMITATIONS**

### **19.1 Liability**

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

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

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

### **19.2 Limitation of Liability**

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

## **20.0 FORCE MAJEURE**

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

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“Force Majeure” shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

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

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

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

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

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

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

## **21.0 SUSPENSION Of CONTRACT**

### **21.1 Suspension for Convenience**

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

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- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TPNODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.
- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

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

### **21.2 Suspension for Breach of Contract conditions**

TPNODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 22 for breach/default of contract conditions.

### **21.3 Compensation in lieu of Suspension**

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

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 24.3) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to TPNODL in lieu of suspension of contract. Resumption notice shall be subject to the Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

## **22.0 TERMINATION OF CONTRACTS**

### **22.1 Termination for Default/Breach of Contract**

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPNODL and within the timeframe as specified in the contract

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document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.

- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPNODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPNODL.

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

In case the contract is terminated for any breach of the nature specified in clause 24 g stated above, TPNODL shall have the right to terminate all the contracts TPNODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPNODL available to it under law.

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

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

- a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b. Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated

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arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPNODL.

- c. The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at TPNODL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.
- d. It shall be open for TPNODL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.
- e. It shall be open to TPNODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

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

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

In the event of such termination, TPNODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPNODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPNODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPNODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPNODL under law against the associate.

Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct, TPNODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPNODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPNODL.

## **22.2 Termination for convenience of Associate**

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPNODL has full right to accept, reject or partially accept such request.

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

### **22.3 Termination for Convenience of TPNODL**

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

## **23.0 DISPUTE RESOLUTION & ARBITRATION**

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

### **24.0 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.

## **25.0 ATTRIBUTES OF GCC**

### **25.1 Cancellation**

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

### **25.2 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.

### **25.3 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.

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## **26.0 INSURANCE**

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

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

## **27.0 ERRORS AND OMISSIONS**

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

## **28.0 TRANSFER OF TITLES**

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

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

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

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

## **29.0 SUGGESTIONS & FEEDBACK**

We welcome all our Business Associates to write to us about their experience with TPNODL; be it our Company, our services or our people. Each and every concern, issue, query and

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suggestion from you will help us to become a better company to work with and shall help us develop a strong bonding of trust and a long term relationship with you.

You may send your feedback to HoD- Contracts by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-I*.

### 30.0 CONTACT POINTS

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

### 31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
3.	Performa for Performance Bank Guarantee (CP cum EP)	B
4.	Performa for No Demand Certificate by Associate	C
5.	Performa for Indemnification on Statutory Compliance	D
6.	Performa For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F
8.	Under taking for competence of workmen	G
9.	Business Associate Feedback Form	H
10.	Acceptance Form For Participation In Reverse Auction Event	I
11.	Form for RTGS Payment	J
12.	Vendor Appraisal Form	L
13.	Tata Code of Conduct	O

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**ANNEXURE-A**

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

**TPNODL Limited**

**Balasure**

HEREAS, (Name of the Bidder) ..... (hereinafter called "the BIDDER") has submitted his bid dated ..... for the (Tender No. & Name of Contract) ..... (hereinafter called "the BID").

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

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

The CONDITIONS of this obligation are:

- i) If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of Bid

or

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

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

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

**DATE**.....

**SIGNATURE OF THE BANK**.....

**WITNESS**.....

**SEAL**.....

(Signature, Name & Address)

(At least 2 witnesses)

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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 six months must be kept up
- (c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

**TPNODL Limited**

**Balasure**

**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-fulfilment and "the Vendor" shall have no right to question such judgment.
4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

**Witness**

- |          |  |
|----------|--|
| 1. _____ | Bank's rubber stamp<br>Banks full address        |
| 2. _____ | Designation of Signatory<br>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 TPNODL Accounts Department at the time of receipt of full and final payment)

**(Certificate No. CCP/002)**

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**

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**ANNEXURE – D**

**PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”**

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

**(Certificate No. CCP/001)**

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Signature**

**Place**

**Name Designation**

**(Company Seal)**

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**ANNEXURE-E**

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

To be printed on the letterhead

To,

TPNODL Limited,

Balasore

**Sub: Application for issuance of Consolidated TDS Certificate for the FY \_\_\_\_\_**

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

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## **ANNEXURE - F**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by TPNODL Core Values:**

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

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

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

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

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPNODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPNODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPNODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPNODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, While adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
  - a. Clearance for commencement (before start of the work).
  - b. No Objection Certificate (after completion / before final settlement).
  - c. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPNODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.

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- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPNODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPNODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of TPNODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPNODL business.

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

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

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

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

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- i) Affidavit with regard to payment of wages through cheque / bank transfer only.

**7.0 Requirements during execution of work:**

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

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

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

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

**Enclosure:**

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

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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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

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If yes, furnish details:

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

Name \_\_\_\_\_ of \_\_\_\_\_ Insurance \_\_\_\_\_ Company \_\_\_\_\_

.....

.....Policy No ..... Number of persons covered ..... Period of coverage: From ..... To .....

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

**C. Details of workers to be engaged**

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

**This Business Associate is / will be engaged in TPNODL.**

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

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**Form X**

**Undertaking**

I \_\_\_\_\_ hereby undertake that all the dues in respect of my employment with M/s \_\_\_\_\_ for the period of \_\_\_\_\_ to \_\_\_\_\_ have been settled and final payments including retrenchment benefit have been made to me in full.

( \_\_\_\_\_ )

\_\_\_\_\_

Date:

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**Form XI**

**Undertaking**

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

I \_\_\_\_\_ on behalf of

M/s \_\_\_\_\_ hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to
  - i. wages/ salary
  - ii. PF & ESI, Bhubaneswar Labour Fund
  - iii. All other statutory obligation
 has been paid /settled in full and no amount/ compliance is due/ pending.

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

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

Date:

\_\_\_\_\_  
( \_\_\_\_\_ )  
Authorized Signatory

For M/s \_\_\_\_\_

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**FORM- VI A**

**Notice for Commencement /Completion of contract work**

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

**Signature of Contractor**

**With Office Seal**

**The Inspector**

\_\_\_\_\_  
\_\_\_\_\_

**FORM XXIV**

[See Rule 82(1)]

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

Half -Yearly Ending \_\_\_\_\_

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

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- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_
- (iii) Drinking water : \_\_\_\_\_
- (iv) Crèches : \_\_\_\_\_
- (v) First Aid : \_\_\_\_\_

**Signature of contractor**

Place \_\_\_\_\_

Date \_\_\_\_\_

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**ANNEXURE – G**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

\_\_\_\_\_  
( )

Authorized Signatory

For M/s

Seal

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**ANNEXURE-H**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

- OEMs       Service Contractor     Material Suppliers     Material & Manpower Supplier

**You are associated with us for**

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

**Your office is located at**

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

**Your nearly turnover with TPNODL**

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

**Additional information**

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

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

**SECTION - A**

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

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

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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	
	material supplied						
11	TPNODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk) initiative has improved payment disbursement process						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPNODL never defaults on contractual terms						
15	In TPNODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPNODL Employees follow Ethical behavior						

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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)

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPNODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	District / Zones						
1.3	Projects/HOG (TS &P)						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPNODL in comparison to your other clients in terms of <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPNODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPNODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						

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### SECTION - C

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

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

### SECTION - D

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

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

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### SECTION – E

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

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

Please spare your thoughts for TPNODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, attitudes that you have observed / experienced elsewhere in Indian/ International organization.

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

We thank you for your time and courtesy!!

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## **ANNEXURE - I**

### **ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

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

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

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

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

**Signature & Seal of the Bidder**





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**ANNEXURE-L**  
**VENDOR APPRAISAL FORM**

TO BE SUBMITTED BY VENDOR (To be filled as applicable)

Part A

<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
1.1	NAME (IN CAPITAL LETTERS)		
1.2	TYPE OF CONCERN (PROPRIETARY) PARTNERSHIP PVT.LTD., PUBLIC LTD. ETC.		
1.3	YEAR OF ESTABLISHMENT		
1.4	LOCATION OF OFFICE POSTAL ADDRESS		
1.5	CONTACT DETAIL OF BA's REPRESENTATIVE NAME E-MAIL ID CELL NO.		
1.6	LOCATION OF MANUFACTURING UNITS	:	
	i) UNITS 1	:	
	ii) OTHER UNITS	:	
<b>2.0</b>	<b>PRODUCTS / SERVICES BEING OFFERED</b>	:	
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>	:	
<b>4.0</b>	<b>AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF PAN CARD</b>	:	
<b>5.0</b>	<b>AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF GST REGISTRATION</b>	:	
<b>6.0</b>	<b>APPLICABILITY UNDER MSME CERTIFICATION</b>	:	

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<b>7.0</b>	<b>BA BELONGS TO AA COMMUNITY (SC/ST)</b>		÷
<b>8.0</b>	<b>DOCUMENTS VERIFYING ADDRESS PROOF (SUPPORTED BY ANY GOVT. ISSUED DOCUMENT)</b>		÷
<b>9.0</b>	<b>TECHNICAL</b>		
	9.1	NO.OF DESIGN ENGINEERS (INDICATE NO.OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	9.2	NO.OF DRAUGHTSMEN	:
	9.3	COLLABORATION DETAILS (IF ANY)	:
		9.3.1 DATE OF COLLABORATION	:
		9.3.2 NAME OF COLLABORATOR	:
		9.3.3 RBI APPROVAL DETAILS	:
		9.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		9.3.5 DURATION OF AGREEMENT	:
	9.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	9.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	9.6	QUALITY OF DRAWINGS	:
<b>10.0</b>	<b>MANUFACTURE</b>		
	10.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	10.2	POWER (KVA)	:

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		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	10. 3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENTS AS APPLICABLE)	:
		10.3.1 MATERIAL HANDLING	:
		10.3.2 MACHINING	:
		10.3.3 FABRICATION	:
		10.3.4 HEAT TREATMENT	:
		10.3.5 BALANCING FACILITY	:
		10.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	10. 4	SUPERVISORY STAFF	:
	10. 5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	10. 6	NO. OF SHIFTS	:
	10. 7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	10. 8	WORKMANSHIP	:
	10. 9	MATERIAL IN STOCK AND VALUE	:
	10. 10	TRANSPORT FACILITIES	:
	10. 11	CARE IN HANDLING	:
11. 0	<b>INSPECTION / QC / QA / TESTING</b>		

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11.1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
11.2	INDEPENDENCE FROM PRODUCTION	:
11.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
11.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
11.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
11.6	STAGE INSPECTION AND DOCUMENTATION	:
11.7	SUB-ASSEMBLY & DOCUMENTATION	:
11.8	FINAL INSPECTION AND DOCUMENTATION	:
11.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
11.10	TYPE TEST FACILITIES	:
11.11	ACCEPTANCE TEST FACILITIES	:
11.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
11.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
11.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
11.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED LABORATORIES	:

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	i)	FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:	
	ii)	CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:	
12.0		<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>	:	
13.0		<b>SALES, SERVICE AND SITE ORGANISATIONAL DETAILS</b>	:	
14.0		<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>	:	
15.0		<b>POWER SITUATION</b>	:	
16.0		<b>LABOUR SITUATION</b>	:	
17.0		<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	:	
<b>Part C Supporting Documents</b>				

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18. 0	<p><b>DOCUMENTS TO BE ENCLOSED:</b></p> <ol style="list-style-type: none"> <li>1. Factory License</li> <li>2. ISO Certificate</li> <li>3. Registration of Central Excise</li> <li>4. Income Tax Clearance.</li> <li>5. PF Registration</li> <li>6. ESI Registration</li> <li>7. Insurance for Workman Compensation Act No.</li> <li>8. Electrical Contract LIC No.</li> <li>9. PAN No.</li> <li>10. GST Registration</li> <li>11. MSME Certification</li> <li>12. WC Tax Registration</li> <li>13. Organogram of Co. having organogram of Design, safety, quality, production and other teams.</li> <li>14. Details of subscription of BIS, IEC, IEE, ASTM or other.</li> <li>15. Details of the team in Design, Quality, Safety, Production.</li> <li>16. List of manufacturing equipment as per Part C.</li> <li>17. List of calibrated equipment as per Part C.</li> <li>18. List of clients and order executed in past two years.</li> <li>19. Complaint escalation matrix.</li> <li>20. Performance Certificates of same product from Minimum two utilities.</li> <li><b>21. e-Payment Form as per enclosed Annexure-J</b></li> </ol>	
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\* **Classification of BA s under SC/ST shall be governed under following guidelines:**

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

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

**Note:**

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

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## Annexure-N

### TATA CODE OF CONDUCT (TCoC)

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

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

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

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

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

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

1. Ethics Portal on website – [www.tpnodl.com](http://www.tpnodl.com)
2. Ethics Box
3. IVRS No. 19124 and then press 7
4. Locational Ethics Counsellor (LEC)
5. **Third Party Ethics Helpline – 1800-22-7697 (Toll Free) \***
6. Chief Ethics Counsellor – Mr. Sunil Kumar Sharma at [sunilk.sharma@tatapower-ddl.com](mailto:sunilk.sharma@tatapower-ddl.com)

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

#### **Core Values:**

All six core values are already mentioned in GCC.

#### **Core Principles:**

1. **Zero tolerance to bribery or corruption** in any form.
2. Committed to **good corporate citizenship**

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

#### **Gift Policy:**

##### **Principles for acceptance of gifts/benefits –**

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

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

##### **Principles for non-acceptance of gifts/benefits -**

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

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

##### **Violation –**

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

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