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CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 25-26 / 1000008071

Open Tender Notification

For

**Two Years Rate Contract for Supply with supervision 33
KV Auto Recloser with Sectionalizers at TPNODL,
TPSODL & TPWODL.**

**Tender Enquiry No.: TPCODL/CCG/25-26/1000008071,
Due Date for Bid Submission: 05/March/2026 [17:00 Hrs.]**

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

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

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CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 25-26 / 1000008071

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000008071****Centralized Contracts Group (CCG)**

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

1.0 Event Information

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

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee inclusive of GST (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL / CCG / 23-24 / 1000008071	Two Years Rate Contract for Supply with supervision of 33 kV AR at TPNODL, TPWODL & TPSODL.	5.00 Lac	5,000	21/ Feb/2026 17:00 Hrs

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

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

1.1 Scope of work

Bids are invited from interested Bidders to award Rate Contract (RC) for Procurement SITC of 11 kV and 33 kV Auto recloser and as mentioned below:

Sl. No.	Item Description	UOM	TPNODL Qty.	TPCODL Qty.	TPWODL Qty.	TPSODL Qty.	TOTAL Qty
1	Supply with Supervision of AUTO RECLOSER 33 KV	EA	24	-	14	10	48
2	Supply with Supervision of SECTIONALISER 33 KV	EA			42	18	60

Spares (Spare part rates shall remain fixed for Six years) :-

Total Spares	UOM	Qty	Unit Rate	Tax	Total Rate
33 KV Aux PT	No	13			
Realy Module	No	11			
SMPS/ ACU/ ACMT	No	11			
Interconnecting Power cable with Connector	Set	11			

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Interconnecting control cable with Connector	Set	11			
AC MCB	Set	15			
DC MCB	Set	15			
Battery 24 V	Set	11			
Battery Charger with connector	Set	11			
SPD	Set	11			
Capacitor	Set	13			
PG Clamp/Suitable connector	1 Set /6 Nos.	13			
Modem(Compatible for SCADA and messeging facility)	Set	13			
Indicator Assemly & on indicator Cap	Set	13			
Aux limit switch for position indication, 1NO+1NC	Set	13			
Operating handle for Manual Tripping	2 set	13			

Detailed scope as stipulated elsewhere in this tender document.

^Note:

Odisha MSME Preferential Norms

- **Tender Fees Relaxation:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
- **Earnest Money Deposit (EMD) Exemption:** EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
- **Qualification Requirement Relaxation:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

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- **Past Experience Relaxation:** instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.
- **Reservation for MSME :** TP DISCOM shall procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
- **Performance Bank Guarantee (PBG) Relaxation:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

1.2 Availability of Tender Documents

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

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

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

Account Name: TP Central Odisha Distribution Limited
Bank Name: State Bank of India,
IDCO Towers, Bhubaneswar
Bank Account No. : 10835304915
IFSC Code : SBIN0007891

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

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

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x)	Postal address of bidder for return of EMD BG	
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E-mail has to be sent to < Rajib.bhattacharya@tpodisha.com > with copy to HOD-CCG < Sony.jha@tpcentralodisha.com > before last date and time for payment of tender participation fee (Clause 1.3). On receipt of the above letter, after due verification, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system. Bids shall be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission shall not be accepted. **(Ref. Annexure XII for detailed instructions on bid submission in ARIBA)**

1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from Website	14.02.2026
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	21.02.2026, 17:00 Hours
(c)	Date & Time of Pre-Bid Meeting (If any)	NA
(d)	Due Date of receipt of pre-bid queries by e-mail, if any	24.02.2026, 17:00 Hours
(e)	Due Date of Posting Consolidated replies to all the pre-bid queries as received	26.02.2026, 18:00 Hours
(f)	Due date and time of receipt of Bids	05.03.2025, 17:00 Hours
(g)	Date & Time of opening technical bids	05.03.2025, 17:00 Hours
(h)	Date & Time of opening of Price of qualified bids	To be notified of the successful bidders

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

2.0 Pre- Qualification Criteria

Sr No	Parameter	Owner Requirement	Documents to be submitted by Bidder
A	Technical Pre-Qualification Requirements		
1	Technical Experience / Performance	Technical Experience / Performance For 33 kV :- Bidder or OEM should have own manufacturing facilities with 100% valid type test report of 33 kV AR from CPRI / ERDA / lab mentioned in TS (on or before bid submission) to manufacture the 33 KV auto recloser and sectionalizer. Details of manufacturing units, locations and works from where supply against this tender shall be proposed to be furnished.	Factory License Certificate / MoA mentioning nature of Business. TTR copies as per attached TS

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		At least two (02) Performance Certificate by any Discoms / PSUs / Reputed companies are to be submitted. The work on these issued certificates should be completed in last 07 years from the date of bid submission. In case the bidder has got previous association with TP Discoms for supply of similar product, performance feedback of internal user group the same will be solely considered irrespective of the performance certificate issued by bidder's other customers	The performance certificate and contact details of the client need to be submitted
B	Financial Pre-Qualification Requirements		
1	Commercial Capability	<p>a) The average annual turnover of the bidder shall be a minimum of Rs. 100.0 Crs for any three of the last three financial years. Copy of audited Balance Sheet and P&L Account to be submitted in this regard. (UDIN no is mandatory for balance sheet.)</p> <p>b) Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.</p> <p>c) 100% Subsidiaries of global companies are also eligible to bid if the qualification requirements stated above are met independently or in combination with the parent company. The bidder should submit the undertaking and details of address in this regard.</p> <p>d) Indian companies in joint venture relationship with global OEM or authorized Indian channel partner/sales representative of global OEM are also eligible to bid if the qualification requirements stated above are met independently or in combination with the OEM. Authorization letter / certificate from the OEM to be submitted along with bid.</p>	Copy of audited P&L Account (with UDIN no.) to be submitted in this regard
2	Experience	<p>a) Bidder should have adequate & experienced resources to ensure proper design, engineering, project management, site supervision, quality control and safety practices. Bidder should submit the undertaking in this regard.</p> <p>b) Bidder or OEM should have executed 10% of total tender qty for last five financial years. Copies of Purchase orders certifying the quantities must be submitted along with the bid. For calculation of executed quantity, quantity of auto reclosers in place of sectionalizes may be considered. Last</p>	Order copy to be provided

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		day of previous month prior to date of bid submission shall be counted for purpose of calculation.	
3	Statutory Compliances	The prospective Bidder(s) should have following certificates- a. Valid GST Registration Certificate. b. Valid PAN No. c. Odisha State MSME Certificate (if applicable)	Certificate to be submitted

3.0 Evaluation Criteria

- The bids will be evaluated techno-commercially and on qualifying criteria of tender terms and conditions.
- The bids will be evaluated commercially on individual line Item Basis for all-inclusive lowest cost as calculated in Schedule of Items [Annexure I]).
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, CCG may reject the bids.
- In case the bidder has a previous association with Odisha DISCOM for similar products, the performance feedback for that bidder from Odisha DISCOM's User Group shall only be considered irrespective of performance certificates issued by any third organization.
However, Odisha DISCOMs reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.
- Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, Odisha DISCOM reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.

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

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

3.1 Price Basis

Price shall be fixed and firm during the contractual period.

4.0 Contact Information

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

Communication Details:

Package Owner:

Name: Rajib Bhattacharya

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Contact No.: 9434210425

E-Mail ID: rajib.bhattacharya@tpwesternodisha.com**Escalation Level I:**

Name: Sony Jha, HoD- CCG

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

Escalation Level II:

Name: Mr. Vipin Chauhan, Head -CCG

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

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

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

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

Bids shall be submitted in 3 (Three) parts:

5.1.1 First Part : EMD

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

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

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

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

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

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

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

“EMD (Earnest Money Deposit)”

“Two Year Rate Contract for Supply of 33kV AR & Sectionalizer at TPNODL, TPWODL & TPSODL

Chief –Centralized Contracts Group

TP Central Odisha Distribution Limited

1st Floor, Anuj Building, Plot No. 29,

Satya Nagar, Bhubaneswar- 751007

Kind Attn.: Mr. Rajib Bhattacharya, Mob No.: 9434210425

**EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.*

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

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

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

Ref. GCC for Form of Bank Guarantee

The EMD shall be forfeited in case:

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

Or

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

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5.1.2 Second Part : Techno-Commercial Bid

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

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

Index of Techno Commercial documents for Supply of HT Cables		
Tender Inquiry No- TPCODL/CCG/23-24/.....		
SI No	Description	Page No
1	Index of Documents *	
2	Formal Forwarding Letter to CCG- Odisha Discom	
3	EMD Scanned Copy	
4	Tender Fees Documentation (Scanned Copy)	
5	Self- attested PAN certificate (Scanned Copy)	
6	Self- attested GSTIN certificate(Scanned Copy)	
7	Self- attested MSME certificate (Scanned Copy)	
8	Stamped and Signed Tender Document (Page-1 to Page 20)	
9	Stamped and Signed Copy of Annexure II to Annexure XII (Page-22 to Page 30)	
10	Stamped and Signed Pre-bid Query Response -1	
11	Stamped and Signed Pre-bid Query Response -2	
12	Stamped and Signed Technical Specifications	
	Any Doc as applicable	
	GTPs & DRAWINGS	
13	Drawings As applicable	
14	QAP and Inspection Test Plan	
15	Undertaking regarding in house acceptance testing facility, GTP** & manufacturing facility and other as applicable duly signed with seal.	
16	Factory License duly self- attested.	
17	Self- attested Organizational structure with Key persons	
18	List of man power department wise duly signed with seal.	
19	List of Plant & Machinery duly signed with seal.	
20	Copy of ISO 9001-2015 duly signed with seal. (as applicable)	

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21	Copy of BIS Certification duly signed with seal. (as applicable)	
22	Any Other Technical Documents (as applicable)	
	Commercial Criterion	
23	PO Copies as per Tender Clause	
24	PO Completion Certificates	
25	Audited P&L Account / Co. Turnover Certificates with UDIN	
26	Self declaration for non-blacklisting duly signed with seal.	
27	Banker's Certificate duly self- attested.	
28	Xerox copy of cancelled cheque duly signed with seal.	
29	Authorization Letter / Power of Attorney (1 page)	
30	Any Other Documents (as applicable)	

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

2. Indexing of the Content of Techno-commercial Bid may also be furnished per the Bidder's preference. But in that case, the above- mentioned table as well as the **Corresponding Page Nos.** need to be modified and furnished accordingly.

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

5.1.3 Third Part : Price Bid

Price Bid shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices and Taxes & duties etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail. The price bids containing any deviations/conditions shall be liable to be rejected.

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

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

5.2 Signing of Bid Documents

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

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

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

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

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

5.3 Mandatory documents required along with the Bid

1. EMD of requisite value and validity
 2. Tender Fee.
 3. Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
 4. Acceptance of Specification, drawing with filled in GTP as per Annexure II.
 5. Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
 6. Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
 7. Duly filled in Annexure V and VI.
 8. Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
 9. Copy of PAN, GST registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

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

6.0 Bid Related Details**6.1 Bid Prices**

Bidders need to quote for all items as per the Price schedule attached in Annexure I. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various DISCOMs' sites. The all-inclusive prices offered shall be inclusive of all costs –Insurance, Transport, duties, taxes, levies paid or payable etc. during the execution of the supply work. Applicable GST to be specified clearly.

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

6.2 Bid Currencies

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

6.3 Period of Validity of Bids

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

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

6.4 Alternative Bids

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

6.5 Modifications and Withdrawal of Bids

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

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

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

7.2 Technical Bid Opening

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

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

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

7.2.1 Preliminary Examination of Bids/Responsiveness

CCG will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are in order & format as detailed elsewhere in this document. CCG may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, CCG will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. CCG reserves the right to reject non-responsive bids.

7.2.2 Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, CCG/Engineering may at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to specifications and attempt will be made to bring all bids on a common footing. Any such clarification as sought shall have to be responded to bidder **within two working days**, post which the bids shall be liable to be rejected. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought.

7.2.3 Right of Acceptance/Rejection

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Bids are liable for rejection in absence of following documents:

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

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

7.3 Price Bid Opening

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

8.0 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, CCG reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

9.0 Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from CCG. This includes all bidding information submitted to the DISCOM. All tender documents remain the property of DISCOM and all suppliers are required to return these

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documents to DISCOM upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

10.0 Reverse Auctions

CCG reserves the right to conduct the reverse auction for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

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

Reverse Auction shall be as per the below approach:

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

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

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

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

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

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

11.0 Award Decision

DISCOM will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 3.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 7.2.1. The decision to place purchase order/LOI solely depends on CCG on bidder qualification & cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that CCG may deem relevant.

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

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

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

12.0 Order of Preference / Contradiction

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

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

13.0 Post Award Contract Administration

13.1 Special Conditions of Contract

1. Rate Contract shall be valid for a period of 24 months from the placement of the Contract. Release Order (RO) shall be placed as per the requirement of respective TP Odisha Discom. Rates shall remain firm throughout RC period.
2. Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading & stacking at Discom site / store locations.
3. PBG will be applicable as per Supply – GCC.
4. BA shall submit GTP / Drawings within 1 week from issuance of RC. In case BA does not get necessary approval for issuance of CAT-A within mentioned / mutually agreed timelines, then Odisha Discom reserve the right to cancel issued rate contract / release order and reserve the right to forfeit EMD / PBG.
5. **Delivery Period** Delivery shall be made within 150 days from the date of issue of Release order or Manufacturing approval whichever is later. Delivery will be in different store/ Site location of TPNODL, TPWODL and TPSODL.Exact delivery location shall be specified in the Release Order
6. **Payment Terms:** 80 % payment will be released within 60 days from date of receipt of materials at store /site and 20 % Payment will be released within 30 days from the date of invoice certification of complete ICT. But the time capping between supply and site availability for ITC will be 90 days. Any further delay in making the site available beyond 90 days will lead to remittance of balance 20 % payment of Supply Part to BA on immediate basis for each such site.20% retention terms apply site wise, individually, and not collectively for all the sites of the Purchase Order. Payment

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of 20% retained amount of an ITC completed site will not be withheld for pendency of ITC at any other site or sites.

7. Guarantee Period- The warranty/ guarantee period for AR & sectionalizer shall be 48 months from the date of commissioning or 60 months from the date of last supplies made under the particular RO.
8. TP Odisha Discom reserves right to short close the issued Release Order / Rate contract, in case of any quality issues.
9. Any change in statutory taxes, duties and levies during the contract period shall be borne by respective TP Odisha Discom. However, in case of delay in supply owing to reasons not attributable to TP Odisha Discom, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TP Odisha Discom.
7. All other terms of GCC – Supply shall be applicable.

13.2 Drawing Submission and Approval

As per SCC, Clause number 13.1

13.3 Payment Terms

As per SCC, Clause number 13.1

14.0 Climate Change

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

15.0 Ethics

TP DISCOMs are ethical organizations bound by Tata Code of Conduct. As a policy we lay emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

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

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

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- We respect our obligations on the use of third party intellectual property and data.

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

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

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

16.0 Specification and standards

As per Annexure II

17.0 General Condition of Contract

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

18.0 Safety Policy and Safety Terms & Conditions

Annexure VIII attached along with this tender.

19.0 Tata Code of Conduct

Annexure IX attached along with this tender.

20.0 Environment & Sustainability Policy

Annexure X attached along with this tender.

ANNEXURE-I : Price Schedule

S. No	Item Description	Qty.	Unit	HSN /SAC Code	Unit Ex-Work Price (Rs./ Unit)	GST (Rs/ Unit)	All Inclusive Unit Rate (Rs.)	Total All Inclusive Value (Rs.)
A	B	C	D	E	F	G	H=(F+G)	I= (C x H)
1	Rate contract for supply with supervision of 11KV auto recloser	48	EA					
2	Rate contract for supply with supervision of 11KV Sectionaliser	60	EA					

Spares (Spare part rates shall remain fixed for Six years) :-

Total Spares	UOM	Qty	Unit Rate	Tax	Total Rate
33 KV Aux PT	No	13			

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Realy Module	No	11			
SMPS/ ACU/ ACMT	No	11			
Interconnecting Power cable with Connector	Set	11			
Interconnecting control cable with Connector	Set	11			
AC MCB	Set	15			
DC MCB	Set	15			
Battery 24 V	Set	11			
Battery Charger with connector	Set	11			
SPD	Set	11			
Capacitor	Set	13			
PG Clamp/Suitable connector	1 Set /6 Nos.	13			
Modem(Compatible for SCADA and messeging facility)	Set	13			
Indicator Assembly & on indicator Cap	Set	13			
Aux limit switch for position indication, 1NO+1NC	Set	13			
Operating handle for Manual Tripping	2 set	13			

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

NOTE:

- Prices shall be firm till the validity of the contract (As applicable).
- The bids will be evaluated commercially on Overall BOQ basis.
- The unit price to be entered in column "F" of above table is unit price of the tendered item and exclusive of GST.

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All itemized prices are to be quoted on FOR basis at TPCODL Store -Cuttack or Bhubaneswar, TPWODL Store-Burla, Sambalpur, TPNODL Store- Sovarampur, Balia, Balasore, Odisha, and TPSODL Store-Berhampur, Odisha should be inclusive of freight, insurance, loading & unloading, handling charges and any other charges which may be applicable.

- Issuance of Release Orders (RO) shall be done by respective Discoms as per their requirement.
- The material shall be delivered as per the location captured in the release order.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive”/other conditions in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.
- The quantity mentioned above are for evaluation purpose only and may vary as per actual site requirement.

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ANNEXURE-II : Technical Specification & SLA for Warranty periods

Attached separately with Tender

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000008071****ANNEXURE III : Schedule of Deviations**

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

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

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

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

Seal of the Bidder:

Signature:

Name:

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

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

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

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Bidder has to mandatorily fill in the checklist mentioned below:

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

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

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

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

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

[Signature & Stamp of Bidder]

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ANNEXURE VII : General Conditions of Contract*Attached Separately with Tender***ANNEXURE VIII : Safety Policy and Safety Terms & Conditions***Attached Separately with Tender***ANNEXURE IX : Tata Code of Conduct***Attached Separately with Tender**Also Refer: <https://www.tata.com/about-us/tata-code-of-conduct>***ANNEXURE X : Environment & Sustainability Policy***Attached Separately with Tender*

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000008071****ANNEXURE XI : Authorization Letter Format**

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

Chief - Central Contracts Group

Tata Power Odisha DISCOMs

Plot-29 Anuj Building

Satya Nagar Bhubaneshwar

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

Dear Sir,

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

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried at the time of Bid Opening
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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000008071****ANNEXURE XII : Instructions to Bidder for participation in ARIBA System**

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

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

E-mail has to be sent to <Rajib.bhattacharya@tpwesternodisha.com> with copy to < Sony.jha@tpcentralodisha.com > before "Last date and time for payment of Tender Participation Fee".

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

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

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

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

Step 7: Post login, access the RFQ

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

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 25-26 / 1000008071

Step 9: Review and accept **“Bidder Agreement”**.

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

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

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

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

TPCODL

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TPNODL

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TPSODL

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TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 25-26 / 1000008071**

To
The Cheif- CCG & Engineering
TPCODL / Centralized Contract Group- TP Odisha DISCOMS
1st Floor, Anuj Building, Plot no. 29, Satyanagar,
Bhubaneswar- 751007

UNDERTAKING**Ref. Tender Doc:** TPCODL/XXX/ 24-25/XXXXXXX**Tender Description :** XXXXXXXXX

Dear Sir

This is to certify that --

1. Apart from our bid in the name of M/s we have not participated in this tender through any other name who is/are related firm (where owner, Partner, Director are same or holding stake in such firm).
2. In case such relation is found out between our firm and any other firm who has participated in this tender, TP Odisha DISCOMs reserves right to disqualify bids from all such related firms or cancel Purchase Order placed on such firm/firms.

[Signature & Stamp of Bidder]

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 25-26 / 1000008071

Format for unconditional acceptance of Clauses, Terms and Conditions of Tender Document,

Technical Specification and applicable GCC

To
The Chief-CCG & Engineering
TPCODL / Centralized Contract Group- TP Odisha DISCOMS
1st Floor, Anuj Building, Plot no. 29, Satyanagar,
Bhubaneswar, Odisha - 751007

Sub: Declaration on Tender Terms and Conditions

Ref. Tender Doc: XXXXX

Tender Details : XXXXXXXXXXXXXXX

Dear Sir

This is to inform that I, the undersigned (Proprietor / Partner /Director/ Authorized Signatory of M/s _____) am authorized to sign this declaration and execute the tender bid submission process on behalf of our Organization.

I have carefully read and understood all the terms and conditions of the entire Tender Document, applicable GCC alongwith the Technical Specification and hereby convey my acceptance of the same unless specifically mentioned in Annexure IV of this tender document.

It is also understood that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage.

With warm regards,

[Signature & Stamp of Bidder]



Specification No: ENG-EHV-1047 (R1)

Specification Name: Technical Specification for 33 kV, 800A/16kA Pole Mounted Auto Recloser

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1. SCOPE
2. APPLICABLE STANDARDS
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Specification No: ENG-EHV-1047

Specification Name: Technical Specification for 33 kV, 800A/16kA Pole Mounted Auto Recloser

1. SCOPE

This specification defines the technical requirements for the design, manufacture, testing at the manufacturer's works, packing, forwarding, supply, unloading at site/store, and supervision at site of **33 kV, 800 A / 16 kA Pole-Mounted Auto-Reclosers**, complete with all associated accessories and the necessary training to ensure efficient and trouble-free performance.

It is not the intent of this document to completely specify all details of the technical design and construction of the equipment. However, all materials and components shall conform in every respect to **high standards of engineering, design, and workmanship**, and shall be capable of performing reliably under continuous commercial operation. The equipment shall meet all performance and quality expectations of **TPCODL / TPNODL / TPSODL / TPWODL**, who shall interpret the intent of the drawings and specifications and reserve the right to reject any work or material that, in their judgment, does not comply.

The equipment offered shall be **complete in all respects**, including all components and accessories necessary to ensure effective, safe, and trouble-free operation. Any item required for proper functioning shall be deemed within the scope of the Bidder's supply—**irrespective of whether explicitly stated** in this specification or the purchase order.

2. APPLICABLE STANDARDS

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian, International/IEC standards:

- a) IEC 62271-111 2019 /IEEE C37.60 - Standard requirements for Overhead Automatic Circuit Reclosers and Fault Interrupters for Alternating Current System up to 38 KV.
- b) IEC 62271-102 - HV switchgear and control gear-Alternating current disconnectors and earthing switches
- c) IEC 62271-1 - Alternating-current circuit-breakers
- d) IS 513 - Cold Rolled Low Carbon Steel Sheets and Strips
- e) IEC 60529 - Degrees of protection provided by enclosures (IP Code)
- f) IEC 62262 - Degrees of protection provided by enclosures for electrical equipment against mechanical impacts (IK Code)
- g) IEC 60060-1 - High-voltage test techniques
- h) IEC 60060-3 - High-voltage test techniques - Part 3: Definitions and requirements for on-site testing
- i) IEC 60947 - Low voltage switchgear and control gear
- j) IEC 61869-2 / IS 2705 - Current Transformers
- k) IEC 61869-3/ IS 3156 - Voltage Transformers
- l) IS 13573-2 - Cable accessories for extruded power cable for Working Voltages from 3.3 kV up to and including 33kV
- m) IS 2629 - Practice for Hot Dip Galvanizing of iron and steel.
- n) IEC 61000-4-1 - Electromagnetic Compatibility for relays
- o) IEC 60099-4:2014 - Metal-oxide surge arresters without gaps for a.c. systems



Specification No: ENG-EHV-1047

Specification Name: Technical Specification for 33 kV, 800A/16kA Pole Mounted Auto Recloser

3. CLIMATIC CONDITIONS OF THE INSTALLATION:

SL.NO.	CONDITIONS	VALUES
1	Max. altitude above sea level	1200m
2	Max. Ambient Temperature	50 °C
3	Max. Daily average ambient temp	35 °C
4	Min Ambient Temp	0 °C
5	Maximum temperature attainable by an object exposed to sun	60 °C
6	Maximum Humidity	95%
7	Minimum Humidity	10%
8	Average No. of thunderstorm days per annum	70
9	Average Annual Rainfall	200 cm
10	Average No. of rainy days per annum	120
11	Thermal Resistivity of soil	150 Deg. Ccm/W
12	Wind Pressure	126 kg/sq. m up to an elevation of 10 meter.
13	Earthquakes of intensity in horizontal direction	equivalent to seismic acceleration of 0.3g
14	Earthquakes of intensity in vertical direction	equivalent to seismic acceleration of 0.15g
15	Wind velocity	300 km/hr.

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

The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months. The design of equipment and accessories shall be suitable to withstand seismic forces as mentioned in the above table.



Specification No: ENG-EHV-1047

Specification Name: Technical Specification for 33 kV, 800A/16kA Pole Mounted Auto Recloser

4. GENERAL TECHNICAL REQUIREMENTS:

Sl. No.	Description	Requirement
1	Rated Current	800 A
2	Rated Short time current withstand	16 kA for 3 sec
3	Rated short circuit Symmetrical breaking/ Interrupting current	16 kA
4	Rated load interrupting line current	800 A
5	Rated Short time Making capacity	40 kAp
6	Mounting	WPB Double Pole mounted
7	Application	Outdoor
8	Name & Model number	a. OEM name b. Model
9	Dielectric medium	HCPE (Hydrophobic Cycloaliphatic Epoxy)
10	Interrupting medium	Vacuum
11	System Frequency	50Hz
12	Rated Voltage	36 kV
13	Service Voltage	33 kV
14	Number of phases	Three Phase
15	Lightning Impulse withstand Voltage	170 kVp Min.
16.a	Power frequency Dry withstand voltage	70 kVrms for 1 minute or better
16.b	Power frequency Wet withstand voltage	60 kVrms for 1 minute. or better
17	Minimum Creepage distance	31mm/kV
18	Dimension (LxWxH) (Mm x mm x mm)	a) Auto recloser b) Controller box
19	Total weight	a) Auto recloser b) Controller box
20	Operating mechanism	Magnetic Actuator
21	Mode of operation	Gang operated
22	Minimum rated on-load operations (Nos.)	10000
23	Operating sequence/Duty	0-0.2s-CO-2s-CO-2s-CO (Duty cycle and the recloser delay time shall be programmable at site and remotely)
24	Contact material in Vacuum bottle	As per manufacturer's type tested design
25	Make of vacuum bottle	Bidder to mention make, should be same as mentioned in type tested report of same model and design

26	Current density of current carrying parts	Bidder to provide details as per design
27	Ingress protection	IP55 or better
28	Enclosure material	SS 304 with Powder Coated or better
29	Provision of Manual Operation	To be provided by bidder. Manual tripping handle/ stick to be provided for operation suitable from standard operating height.
30	Visual display of switch status with ON/OFF marking	Marking to be provided by bidder (Open/Close position have Colour indicator and writing mark both) such that It can be visible from ground at around minimum 9-meter distance.
31	CT/ Current Sensor	a) Bidder to specify the resin cast CT or sensor used in offered product with its details. b) Accuracy up to $800 \pm 0.5\%$ c) Fault data 1000A & above accuracy class 5P10 d) Minimum sensing range should be from 5A.
32	Voltage sensor for metering and protection	a) Should be provided internal to equipment. Bidder to specify details. b) Accuracy up to $36kV \pm 5\%$
33	Insulation cap on HT terminals	With HT insulation cap on HT terminals (property of material to be provided)
34	Connectors for Auto recloser	Bidders to provide suitable tinned copper connectors and shall be suitable up to single core 300sq.mm covered conductor.
35	Mounting bracket for Auto recloser and Aux. PT	Hot dipped Galvanized Hardware material suitable for WPB double pole installation (poles to be provided by DISCOM)
36	Earthing provision	Pole top Auto recloser should have two body earthing point of M10 (HDG)
37	Surge arresters for Auto recloser	Total Six numbers to be provided. Three on each side of the equipment along with mounting arrangement near equipment
38	Surge arrester	Polymeric type
		30kV rated, 10KA
		Class DH as per IEC 60099-4
		20.784 kV MCOV
		Approved make - Raychem, Oblum, Elpro, Elelktrolite (Bidder to mention offered make and for all other make Bidder to submit credentials i.e. Type Test reports and performance certificates from any two reputed clients)
39.a	33kV GO Switch (Isolator)	With insulation cap on HT terminal In DISCOM scope of supply.
39.b	The mounting bracket Isolator	In DISCOM scope of supply.
40.a	Auxiliary PT Details	Outdoor application
		Type - Resin cast PT double pole
		Voltage ratio - 33kV/230V

		Burden - 100VA
		Voltage factor - 1.2 continuous,
		Basic Insulation Level (BIL) - 36kV/70kV/170 KV peak
		With fuse on secondary in terminal box.
		With insulation cap on HT bushing
		Creepage distance - Min. 31mm/kV phase to earth
		Primary winding wire - Double enamel copper wire - Grade 3
		The HT connecting terminal - L shape - Tinned copper plate
		PT earthing shall be inside the AR control panel
41	Hardware bolts	Suitable sizes of hardware bolts along with all required accessories shall be provided for the Autorecloser installation. Bolts of M10 size and below shall be made of stainless steel (SS), while bolts above M10 shall be hot-dip galvanized (HDG) with a minimum grade of 8.8
42	Controller Cabinet	<p>The control panel should have inbuilt firmware in hardware or relay with feature that the same control panel can be used for Auto recloser & sectionalizer with reprogramming of firmware. The firmware updates and Reprogramming for ACR tutorials should be provided by bidder.</p> <p>The enclosure shall be made up of stainless steel with IP55 tested for protecting internal components against electromagnetic, electrostatic and environmental Influence.</p> <p>It should have pad lock provisions</p> <p>The control cabinet shall be of sufficient size to accommodate the addition of a 4G/RF modem, customer SCADA wiring.</p> <p>The controller shall have battery having capacity of minimum 20 complete operations and 48Hrs of backup which shall be charged by a temperature compensated charging circuit, allowing the battery to charge at an Optimal rate to extend battery life.</p> <p>Shielded Control cable for connection from pole top unit to controller cabinet should be provided with length of Around 7 meters.</p> <p>The control cable shall have IP66/IP68 rated ingress Protection easy plugin and plug out male female plugs along with cable gland at both ends.</p> <p>The controller should have two pole MCB directly Connected to AC input from PT and DC MCB for isolation of battery.</p>



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		<p>The wiring should be such that the controller relay shall be powered up with Aux. AC supply without battery or charger dc supply and in case of no power via auxiliary PT, the relay shall automatically take power from battery. Battery shall take charging power through charger.</p>
		<p>The fuse protected DC supply for 4G/RF modem to be provided.</p>
		<p>The controller should monitor battery voltage and provide alarm if the voltage falls below 21V and cut-off at 18 V</p>
		<p>The input voltage should have inbuilt surge protection.</p>
		<p>All control wires shall be FR grade PVC, single core Copper, multi stranded, flexible wires without any joints in between runs.</p>
		<p>Control Wire identification with tubular printed ferrules</p>
		<p>Communication protocol - The controller should be supplied with IEC104 protocol and proprietary protocol is not accepted.</p>
		<p>The unit shall include "flash" boot loader that will support re-programming of the main control unit firmware via RS232 serial port/Ethernet port</p>
		<p>The controller internal PCB shall be provided with conformal coating.</p>
		<p>32-bit ARM Core CPU operating @ minimum 450 MHz</p>
		<p>RAM-64 MB</p>
		<p>Controller must have External DO contact (to capture ON/OFF Status.)</p>
		<p>Controller must have at least one TCP/IP Ethernet port to for communication with master station over IEC-60870-5-104 & MQTT.</p>
		<p>Without external protocol converter.</p>
		<p>Support IEC - 60870-5-104 and MQTT for communicating with master station. Preferably support FTP protocol to transfer disturbance recorder to remote Server.</p>
		<p>Device should support periodic data reporting Configurable from 2 second to 1 hr interval and spontaneous data as well.</p>
		<p>Digital data should have higher priority than Analog data. The dead band for reporting Analog data by exception shall be initially set to 1 % (in 1%) of full-scale value.</p>
		<p>Multi-Master reporting- 5 masters with single CSADU.</p>
		<p>Cyber security- User level authentication, Disabling the DNS, Disabling/enabling/ configurable TCP/ UDP port, PT Failure, Charger Failure, Battery Failure/Door lock alarm integrated to Controller</p>
		<p>Event storage in internal memory of controller.</p>
		<p>Measurement event-10000</p>
		<p>System Event- 1000</p>
		<p>Alarm Event- 1000</p>
		<p>Normal event- 5000</p>



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43	Modem/Router	GPRS 4G/RF Modem to be connected in one Ethernet port for SCADA communication. The Modem should operate on 4G and its fallback only on 3G and 2G. For Details, Pl refer Annexure-1
44	Integration with SCADA	The bidder should provide necessary support for integration of field device with TPCODL/TPNODL/TPSODL/TPWODL SCADA/ ADMS/ DA
45	Software for re-programming and data downloading	Bidder shall provide software for downloading all event and fault data at site and remotely via 4G modem. The communication chord should be provided for data Downloading at site as spare. Software should be compatible to Windows 10 and latest operating systems.

5. GENERAL CONSTRUCTIONS

5.1 POLE TOP SWITCHGEAR

- 5.1.1 The Auto recloser shall be made of stainless-steel enclosure with lightweight design suitable for outdoor application with IP-55 or better degree of protection. The Auto recloser shall consist of three pole assemblies where vacuum bottles interrupt current, providing minimum and even contact wear, long life and maximum reliability.
- 5.1.2 The cabinet shall house maintenance-free magnetic actuators, which provide the required force to open and close the vacuum pole assemblies. The material of insulating dielectric shall be HCEP Hydrophobic Cycloaliphatic Epoxy solid or equivalent with superior hydrophobicity. The minimum acceptable Creepage distance shall be 31 mm/kV.
- 5.1.3 Stud type Connectors shall be provided with the Auto recloser unit for connecting the incoming and outgoing cables to the bushings. Necessary provisions shall be provided for electrical close and electrical / manual trip. ON/OFF indication shall be visible from outside from distance of around 9 meters.
- 5.1.4 The Auto recloser shall be supplied with necessary control cables required for interconnection with Control cabinet.
- 5.1.5 The unit shall be designed for minimum 10,000 mechanical operations on load and shall have operation counter.
- 5.1.6 All current carrying components shall be of tinned copper inside tank.
- 5.1.7 For each terminals bolt should be provided with Cup or Belleville Washer and flat washers.
(Note- The cut spring washers are not accepted)

1	Temp rise above ambient of 50° C 1. Designed ambient temp. 2. Any de-rating applicable at 50°C ambient	Type Tested as per IEC and complying to requirements) 1. Bidder to mention design ambient temperature. 2. Bidder to provide de-rating chart for 45, 50 & 55 deg. C ambient temperature.
2	Tank material and grade of SS and welding	Should be of SS and non-corrosive, offered grade of SS to be mentioned. Minimum grade shall be SS304. The welding shall be corrosion free for Useful life of equipment.

5.2 CONTROL PANEL DETAILS

Sl. No.	Particulars	Requirement
---------	-------------	-------------

i)	Push buttons with indications LEDs	<ul style="list-style-type: none"> a) Open (Separate LED and button) b) Close (Separate LED and button) c) Local/Remote
		<ul style="list-style-type: none"> d) Auto recloser blocked or Auto - ON/OFF e) Protection - ON/OFF f) Hot line tag- ON/OFF
ii)	Indicating LEDs shall be provided by bidder	<ul style="list-style-type: none"> a) Open (Separate LED) b) Close (Separate LED) c) Over current pickup with phase & ground indication d) Lockout e) Unit status f) Two user programmable LEDs g) Contact & breaker health status. h) Battery & battery charger health status
iii)	Protective features	<ul style="list-style-type: none"> a) Over current-Instantaneous & IDMT along with different selection curves & DT b) Earth fault - Instantaneous & IDMT along with different selection curves & DT c) Multiple settings group d) Cold Load Pickup e) Inrush Restraint f) Switching over from one protection group to another with power flow direction -Automatically g) Recloser function with high current lockout h) Live load blocking i) Loss of phase protection j) Minimum TMS settings for IDMT element shall be 0.01 for better relay co-ordination with upstream breaker. k) The high set/definite time delay shall have minimum 20ms setting. l) Auto reset of the relay after tripping with definite time of 1min. (All elements & LED should reset, and fault data shall be displayed) m) Negative phase sequence element or equivalent for detecting broken conductor or conductor open without earth fault or with high resistance fault. n) The fault labels should be easily readable like reclose1, Trip1, High current Lockout, Overload lockout etc. (Bidder to mention the details and get approval before manufacturing of relay)
iv)	Metering capabilities shall be provided which shall be monitored through local & remote (using SCADA)	<ul style="list-style-type: none"> a. Current: Phase & Neutral b. voltage: Phase to phase & Phase to Neutral c. kW- Single & Three phase. d. kWh- Single & Three phase. e. kVAr- Single & Three phase (lag & lead) f. Power Factor g. Frequency h. Positive, Zero and Negative Sequence Currents i. Positive, Zero and Negative Sequence voltage j. Load profile - Current, Voltage & Power

v)	Control shall operate on GPRS technology & shall have data recording capabilities that be download remotely	<ul style="list-style-type: none"> a. Load profile, current, voltage, power for all three phases b. Peak demand current, voltage & Power values c. Last 512 Operations d. Detailed fault information for last 128 trip operations e. Data logging shall be on first in first out (FIFO) basis
vi)	Communication Features	<ul style="list-style-type: none"> a) Remote On-OFF operation of recloser b) On Front panel-RS232 Port/RJ485/Ethernet c) Remote RJ485 port-The RJ 485 must have the capability for multi-drop connectivity. d) Radio RS232 Port. The port must include RTS/CTS handshaking for direct connection to a radio & delayed message flow control. e) TCP/IP Ethernet Port- 2 nos. One must be engineering port. f) Data Transmission Rate of TCP/IP Ethernet Port- 10/100Mbps. g) All ports shall be capable of simultaneous operation & shall be optically isolated & protected from surge.
vii)	User interface	<ul style="list-style-type: none"> a) LCD display that constantly shows metered currents b) After a trip or Lockout, the phase shall read the phase currents, tripping current. c) A keypad for navigating the control unit. d) All protective functions data records, metered values to be accessible & configurable through front panel. e) It shall be possible to configure the protection and control parameters from remote as well as local, with appropriate authorization level. f) Any protective setting or deletion on records will require the use of a 4-digit password. g) Switches to disable electronic close & trip operations shall be provided for safety.

6. MARKING

All the components and operating devices of switchgear shall be provided with durable and legible stainless-steel nameplates containing all technical parameters. Name plates shall be suitably embossed with " PO no. with date", "PROPERTY OF TPCODL/TPNODL/TPSODL/TPWODL" "CODE NUMBER" along with the following information. (The drawing of name plate shall contain following details)

- a) Manufacturer's Name
- b) Model No.
- c) Serial no.
- d) Month and year of Mfg. (MM/YYYY)
- e) PO Number and date
- f) Rated Voltage
- g) Rated current
- h) System Frequency
- i) Rated Short time withstand current
- j) Rated Impulse withstand Voltage
- k) Mechanical duty



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- l) Duty cycle
- m) Weight
- n) Property of TPCODL/TPNODL/TPSODL/TPWODL
- o) Warranty (60/66 months)

Customer care number and e-mail ID are to be mentioned on the name plate. Marking on Control Panel:

- a) Manufacturer's Name
- b) Model No.
- c) Serial no.
- d) Month and year of Mfg. (MM/YYYY)
- e) PO Number and date
- f) Property of TPCODL/TPNODL/TPSODL/TPWODL

7. TESTS

7.1 TYPE TESTS

Sl. No.	Type Tests	Acceptance Clause as per IS / IEC
1	Insulation (Dielectric Test) - PF withstand voltage, Test (Dry & Wet), Lightning Impulse voltage withstand test.	Cl 7.2.IEC 62271-111/ IEEEC37.60
2	Measurement of contact resistance of Main Circuit	Cl 7.4 of IEC 62271-111/ IEEEC37.60
3	Continuous current tests	Cl 7.5 of IEC 62271-111/ IEEEC37.60
4	Short Time current and Peak current withstand tests Main Circuit	Cl 7.6 of IEC 62271-111 & IEEEC37.60
5	Verification of the protection	Cl 7.7 of IEC 62271-111 & IEEEC37.60
6	Additional tests on auxiliary and control circuits	Cl 7.10 of IEC 62271-111 & IEEEC37.60
7	Line-charging current and cable-charging current interruption tests	Cl 7.101 of IEC 62271-111
8	Making current capability	Cl 7.102 of IEC 62271-111 & IEEEC37.60
9	Rated short-circuit breaking current tests	Cl 7.103 of IEC 62271-111 & IEEEC37.60
10	Low current tests	Cl 7.104 of IEC 62271-111 & IEEEC37.60
11	Partial discharge (corona) tests	Cl 7.106 of IEC 62271-111 & IEEEC37.60
12	Time-current tests	Cl 7.108 of IEC 62271-111 & IEEEC37.60
13	Mechanical duty tests	Cl 7.109 of IEC 62271-111 & IEEEC37.60
14	Control electronic elements surge withstand capability (SWC) tests	Cl 7.111 IEC 62271-111 & IEEEC37.60
15	Thermal runaway test	Cl 7.113 IEC 62271-111 & IEEEC37.60



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16	IP55 Test of Switchgear unit	Clause 5, IEC-60529 & clause 6.14, IEC62271-1
17	IP55 Test of Controller Enclosure	Clause 5, IEC-60529 & clause 6.14, IEC62271-1

7.2 ROUTINE TESTS

Following routine tests are to be done on 100% of the lot quantity, as per Clause 8 of IEC 62271- 111 2019 & Clause 8 of IEC 62271-1

- a) Dielectric withstand test: 1 min dry power-frequency.
- b) Control, secondary wiring and accessory devices check tests.
- c) Measurement of the resistance of main circuit.
- d) Tightness tests.
- e) Reclosing and overcurrent calibration.
- f) Partial discharge test.
- g) No-load mechanical operation test.
- h) Reclosing & over current trip calibration

For other components, as per applicability. The RTC as per relevant IS/IEC from Original Equipment manufacturer (OEM) shall be required:

- a) Routine test report of the Relay/Controller
- b) Modem
- c) Auxiliary PT as per IS 3156
- d) Surge Arrester as per IEC 60099-4 (Inspection at OEM factory can be conducted by TPCODL/TPNODL/TPSODL/TPWODL team)

7.3 ACCEPTANCE TEST

- a) PF withstand voltage test switches closed position.
- b) HV withstand test across with opened contact of ACR/ SEC
- c) Measurement of contact resistance with closed switch condition
- d) Partial discharge test
- e) Mechanical Operation test
- f) HV withstand test of control and auxiliary circuits.
- g) Tests on auxiliary and control circuits
- h) Insulation resistance test
- i) Dimensional & Visual Checks
- j) Reclosing and overcurrent trip calibration
- k) Compatibility & data integration check after operations, alarms and reset check.
- l) Components, as per applicability, the RTC as per relevant IS/IEC from Original Equipment manufacturer (OEM) to be shared for
 - i. Routine test report of the Relay/ Controller
 - ii. Modem
 - iii. Auxiliary PT as per IS 3156
 - iv. Surge Arrester as per IEC 60099 (Inspection at OEM factory can be conducted by TPCODL/TPNODL/TPSODL/TPWODL team)

8. TYPE TEST CERTIFICATES

The Bidder shall furnish the type test certificates of same design as offered in bid for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI/ERDA or ERTD/ International accredited Laboratory Reputed like KEEMA, KERI, PEHLA, and CESI as per the relevant standards of IEC/IEEE. Type tests shall have been conducted in certified Test laboratories during the period not exceeding 5 years from the date of opening the bid.



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However Type Test validity shall be as per latest CEA Guidelines.

In the event of any discrepancy in the test reports, i.e., any test report not acceptable or any/all type tests (including additional type tests, if any) not carried out, same shall be carried out without any cost implication to TPCODL/TPNODL/TPSODL/TPWODL. Bids without all type test reports shall stand disqualified.

9. PRE-DISPATCH INSPECTION

Equipment shall be subject to inspection by a duly authorized representative of TPCODL/TPNODL/TPSODL/TPWODL. Inspection may be made at any stage of manufacture of the option of the TPCODL/TPNODL/TPSODL/TPWODL and the equipment, if found unsatisfactory as to workmanship or material is liable to rejection. Supplier shall grant free access to the places of manufacture to TPCODL/TPNODL/TPSODL/TPWODL's representatives at all times when the work is in progress. Inspection by the TPCODL/TPNODL/TPSODL/TPWODL authorized representatives shall not relieve the supplier of his obligation of furnishing equipment in accordance with the specifications.

Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TPCODL/TPNODL/TPSODL/TPWODL. Following documents shall be sent along with material.

- a) Routine Test reports
- b) MDCC issued by TPCODL/TPNODL/TPSODL/TPWODL
- c) Invoice in duplicate
- d) Packing list
- e) Drawings
- f) Delivery Challan
- g) Installation and maintenance Manual soft copy for all components
- h) Other Documents (as applicable)

10. INSPECTION AFTER RECEIPT AT STORES

The material received at TPCODL/TPNODL/TPSODL/TPWODL Store/Site will be inspected for acceptance and shall be liable for rejection if found different from the reports of the pre-dispatch inspection. If any deviation or anomaly observed at this stage same needs to be rectified by bidder at bidders' own cost at earliest.

11. GUARANTEE

Bidder shall stand guarantee towards design, materials, workmanship & quality of process/manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the TPCODL/TPNODL/TPSODL/TPWODL up to a period of at least 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is earlier. Bidder shall be liable to undertake to replace/rectify such defects at its own costs, within mutually agreed time frame, and to the entire satisfaction of the TPCODL/TPNODL/TPSODL/TPWODL, failing which the TPCODL/TPNODL/TPSODL/TPWODL will be at liberty to get it replaced/rectified at Bidder's risks and costs and recover all such expenses plus the TPCODL/TPNODL/TPSODL/TPWODL's own charges (@ 20% of expenses incurred), from the Bidder or from the "Security cum Performance Deposit" as the case may be.



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In case of GP failure, BA shall report on site within 48 hours from intimation and arrange for rectification of fault within a mutually agreed time. In case rectification at site is not possible then alternative arrangement (replacement) to be made by BA within 15 days of intimation of failure.

12. PACKING

Bidder shall ensure that all equipment covered by this specification shall be prepared for rail/road transport (local equipment) and be packed in such a manner as to protect it from damage in transit. The packaging should be in such manner that during storage and its components should not be damaged. No single use plastic to be used in packing material. Packing should be done with environment friendly recyclable materials.

13. TENDER SAMPLE: Not Applicable

14. TRAINING

The bidder shall to provide the installation and operating training at TPCODL/TPNODL/TPSODL/TPWODL Offices/Site as and when required for better installation and usage of product .It is preferred that the service engineer present during installation, shall arrange to provide the operation training to the staff during installation and inform about the critical points.

15. QUALITY CONTROL

The bidder shall submit with the offer, assurance plan indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and after finishing, bought out items and fully assembled component and equipment including drives. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. The TPCODL/TPNODL/TPSODL/TPWODL's or its nominated representative engineer shall have free access to the manufacturer/sub-supplier's works to carry out inspections. To ensure proper operation of Product the bidder shall provide onsite training of TPCODL/TPNODL/TPSODL/TPWODL teams as and when required. To ensure quality of installations bidder shall provide supervision support during impartation.

16. MINIMUM TESTING FACILITIES

Bidder shall have adequate in-house testing facilities for carrying out all routine tests, acceptance tests and special test as per this document and accordance to relevant International / Indian standards as mentioned.

17. MANUFACTURING ACTIVITIES

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



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18. SPARES, ACCESSORIES AND TOOLS

Bidder shall provide a list of recommended spares/tools with quantity and unit prices for 5 years of operation after commissioning. TPCODL/TPNODL/TPSODL/TPWODL may order all or any of the spare parts listed at the time of contract award and the spare parts so ordered shall be supplied as part of the definite works. TPCODL/TPNODL/TPSODL/TPWODL may order additional spares at any time during the contract period at the rates stated in the Contract Document.

Bidder shall ensure availability of recommended spares for 15 years from the date of commissioning.

The communication cable for accessing controller from laptop to be provided by bidder as spare item for minimum 2 numbers.

However, Following Spares with mentioned qty shall be provided against each RC/First RO.

Sub-Item	Qty to be considered
33 KV Aux PT	(1 No. for 10 Sets)
Relay/controller Module	1 No for each Order (Min Order Qty : 20)
SMPS/ ACU/ ACMT	1 No for each Order (Min Order Qty : 20)
Interconnecting Power cable with Connector	1 set upto 20
Interconnecting control cable with Connector	1 set upto 20
AC MCB	1 set upto 5
DC MCB	1 Set upto 5
Battery 24 V	1 Set for 20 Nos.
Battery Charger with connector	1 Set for 20 Nos.
SPD	1 Set for 20 Nos.
Capacitor	1 Set for 10 Nos
PG Clamp/Suitable connector	1 Set /6 Nos. for 10 Set
Modem(Compatible for SCADA and messaging facility)	1 set for 10 Nos
Indicator Assembly & on indicator Cap	1 set for 10 Nos
Aux limit switch for position indication, 1NO+1NC	1 set for 10 Nos
Operating handle for Manual Tripping	2 set upto 10 (Min Order Qty 2)



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19. DRAWINGS AND DOCUMENTS

Following documents to be submitted along with the bid for evaluation:

- a) Completely filled-in clause wise compliance of this specification.
- b) Signed and stamped copy of drawing
- c) Complete Type test reports
- d) Completely filled signed and stamped copy of tender document.
- e) Any other requisite document
- f) Experience List.

Following documents shall be submitted after award of RC/PO before manufacturing:

- a) Completely filled-in clause wise compliance of the specification.
- b) Signed and stamped copy of GA drawing
- c) Signed and stamped copy of installation drawing
- d) Compliance of all undertaking submitted during technical evaluation, if any
- e) Type test Certificates for each specified test if not submitted during technical evaluation.

All the Documents and Drawings shall be in English Language.

20. SCHEDULE "A" GUARANTEED TECHNICAL PARTICULARS

Completely filled-in clause wise compliance of this specification along with bid.

21. SCHEDULE "B" DEVIATIONS

(TO BE ENCLOSED WITH TECHNICAL BID)

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

S. No	Clause No.	Details of deviation with justifications

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

Seal of the Company:

Signature

Designation



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Annexure-I

**Technical Specification ENG-HV-1047 (33kV Pole Mounted Auto recloser)
GTP of Modem Cum Router:**

Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
1.0	Product Description		
		Vendor to provide Make & model of proposed cellular Router.	
1.1	Make & Model	Bidder to note that the Make and Model for 24V and 48V Application shall be of same OEM.	
1.2	Life Cycle Details	Bidder to submit Life Cycle details of the Proposed Cellular Routers	
2.0	Radio Interface		
2.1	Radio Interface	4G LTE, Fallback to 3G & 2G	
2.2	Data interface	Cat 4, Max Download 150 Mbps, Max Upload 50 Mbps	
2.3	Supported Frequency Band	1. Modem should support multiband connectivity with FDD 4G LTE & TDD 4G LTE 2. It should support Band 1,3,5,8 and Band 40 3. The offered cellular router should support and compatible to the data & Radio Interface of the Network of Public Mobile Service provider in ODISHA State	
2.4	Radio Transmitter Power	Bidder to submit details of Radio Transmitter Power	
2.5	Receiver Sensitivity	Bidder to submit details of Receiver Channel Sensitivity	
2.6	Cellular Module / Chip	Bidder to submit details of Cellular Chip / Module used in the proposed Cellular Router along with Datasheet	

3.0 Operating Environment			
Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
3.1	Operating Temperature	-20 °C to +70 °C	
3.2	Operating Humidity	5 % to 100 % (non-Condensing)	
3.3	Power Consumption	Bidder to submit details of Power Consumption during Idle and Max during Data Transmission	
3.4	Storage /transport temperature	-40 °C to +85 °C	
3.5	MTBF	Bidder to submit MTBF details of Proposed Cellular Router	
3.6	Protection from Harsh Environmental Conditions	Bidder to submit design details such as Protective Paint /Conformal Coating of PCB, Use of high-grade electronic components to Protect from harsh environmental conditions (e.g., Saline conditions).	
4.0 System Characteristics			
4.1	CPU	<ol style="list-style-type: none"> Bidder to submit Make & Technical details of CPU used in the proposed Cellular Router. Arrange the technical data sheet of CPU. Bidder to note that the CPU usage should not cross 40% load in typical Operating & Maintenance condition. 	
4.2	RAM	<ol style="list-style-type: none"> Bidder to submit details of Memory type, Speed & Size in the proposed Cellular Router. Usage of memory should not exceed 60 % in typical Operating & Maintenance condition 	
4.3	Flash Storage	<ol style="list-style-type: none"> Bidder to submit details of Flash Storage Memory Provision to store Configuration File, System & Event Logs 	
5.0 Mechanical Construction			
5.1	Dimension (W X H X D)	Bidder to submit Dimension details of the proposed Cellular Router (W X H X D)	
5.2	Weight in Kg	Bidder to submit proposed Cellular Router Weight in Kg	



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Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
5.3	Housing	Aluminum Alloy having better heat dissipation & ruggedness - Preferred	
5.4	Mounting	DIN rail Mounting with all mounting accessories	
5.5	Degree of Protection	IP 30	
6.0	Interface/Port Type		
6.1	Ethernet	1. Minimum 2 Nos. RJ45 Ethernet Port, Speed 10/100 Mbps Auto Negotiable with Status LED indication. 2. Port should be configurable as LAN /WAN as per site requirement	
6.2	Cellular Interface	1. Cellular Router should have dual SIM provision 2. Dual SIM for network redundancy / Backup. 3. Dual SIM operation ensures that the cellular connection is always available. It shall Automatically disconnect the 1st SIM Card's Low/Weak Cellular connection and shall reconnect to establish a stronger network using the 2nd SIM card.	
6.3	Ethernet Cable	Bidder to provide Ethernet Cable (CAT 6), with minimum length of 1.5 M	
7.0	Software Features / Supported protocols		
7.1	Network Protocols	TCP/IP, UDP/IP, HTTP, ARP, DHCP, ICMP, SNMP, V1/V2 & V3, NTP, SSL/TLS	
7.2	Routing	Astatic Routing, RIP 1 & 2, OSPF V2 & V1	
7.3	VPN	Open VPN, IP Sec, L2TP, PPTP, GRE	
7.4	Alarm Message	Device shall have Alarm Notification on SNMP trap	
7.5	Management /Monitoring	1. Cellular Router shall support Local / Remote Management through web HTMLS, SSH & Telnet 2. It shall support monitoring through System logs & SNMP version V1/V2 & V3. 3. Notification & Command shall be possible over SMS. 4. Firmware upgradation through Web,	



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Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
		backup & restore of configuration shall be possible	
7.6	Operating System	Bidder to submit the details of Operating System with Version	
7.7	Application	Bidder to submit the details of Application & Package proposed and installed in Cellular Router	
7.8	AT Command Support	YES /NO	
7.9	Scheduled rebooting	Device should be capable to program Auto Rebooting as per configured schedule and time	
7.10	Watch dog feature	1. Router shall have feature of tracking data connectivity status by periodic ping test and switchover on backup. 2. Cellular /WAN interface if tracking ping test fail	
7.11	Factory Reset	Provision of Resetting the device for Factory Configuration	
7.12	Diagnosis Feature	Device Shall support real time diagnostic such as Active Connection, Traffic on Interfaces	
8.0	Security		
8.1	Security	HTTPs, SSH, Authentication with RADIUS or TACACS +, Activate Cellular Interface with SMS, Ethernet 802.1X (EAP-PEAP/MsCHPv2 or EAP -TLS)	
8.2	Authentication	User Management (Local, RADIUS, TACACS +, Mixed)	
8.3	State inspection firewall	Static Firewall IPv4 / IPv4 with Incoming and Forwarding rule set, DoS protection, IP / Port / Protocol filtering, NAT	
9.0	Antenna		
9.1	No Of Antenna	4G Cellular Router Shall be provided with two Antennas & Interfaces (MIMO). One is Primary Cellular	



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Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
		Antenna & Second as Diversity Antenna (MIMO)	
9.2	Antenna Cable Length	Cable should have Low loss RF Cable with minimum length of 5 Meters	
9.3	Type of Antenna	Antenna Should be Omni directional with High Gain (High Gain ≥ 5)	
9.4	Construction of Antenna	1. Shall be Steady, Good Quality Material, Water / Weatherproof having Adequate Gold Plate Connector compatible with Cellular Router Antenna Port. 2. With suitable Mounting Arrangement for Indoor installation	
9.5	Frequency Band, Impedance & Polarization	1. Bidder shall submit the details of Frequency Band. 2. Antenna should be compatible with offered device & network service provide with Frequency Band, Port Impedance & Radio Signal Polarization.	
9.6	VSWR	Bidder shall submit the details of VSWR	
9.7	Gain of antenna	Bidder shall submit the Gain details of Primary & Secondary Antenna	
10.0	Power Supply		
10.1	Power Supply	Input Power Supply range shall be stabilized 18 V - 72 V DC	
10.2	Connector Type	1. Router should have preferable screw type firm connection. 2. It should have Reverse Polarity and Surge Protection	
11.0	Status & diagnostics indicator		
11.1	LED indicator	Bidder to submit details of Status & Diagnostics Indicator. (Power- ON & OFF, ERR- Error Red, Signal, Network, SIM Status)	
12.0	Certification: - IEC		
12.1	Electrostatic Discharge Immunity Test	IEC EN 41000-4-2	
12.2	Radiated, Radio-frequency,	IEC EN 41000-4-1	



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Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
	Electromagnetic Field Immunity Test		
12.3	Electrical Immunity test / Fast Transient Burst	IEC EN 41000-4-4	
12.4	Surge Immunity Test	IEC EN 41000-4-5	
12.5	Immunity to Conducted Disturbances, induced by Radio- Frequency fields	IEC EN 41000-4-4	
12.6	Information Technology Equipment – Safety	IEC 40950	
12.7	Environmental Testing - Vibration (Sinusoidal)	IEC 40048-2-4	
12.8	Environmental Testing - Shock	IEC 40048-2-27	
12.9	Environmental Testing - Free Fall (withdrawn)	IEC 40048-2-12	
12.10	Proof of Check	Bidder shall provide one number Cellular Router with Accessories along with technical offer for performance & Application Compatibility Check for period of minimum 15 days	
12.11	Country of Manufacturing	Bidder shall provide Country of Manufacturing details of the proposed Cellular Router	
12.12	Service Centre in India	Bidder shall provide details of Service Centre in India	



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12.13	Regulatory compliance	1. Bidder shall confirm that offered product is compiled & certified by all Indian Government Bodies related to Telecommunication/ 2. Bidder shall submit the Compliance Certificate for the same	
Sl. No.	Technical requirement	TPCODL/TPSODL/TPNODL/TPWODL Requirement	Bidder's Response
12.14	Surge Protection / Electrical Isolation	It should be available on all Ethernet communication ports & Power Supply Input. Bidder shall share certification in this regard.	
12.15	Information to Bidder	Cyclonic environment with wind velocity up to 250 kmph. Some of the regions where the work will take place includes coastal areas, subject to high relative humidity, which can give rise to condensation. Onshore winds will frequently be salt laden. On occasions, the combination of salt and condensation may create pollution conditions for electronic equipment. Some places are in heavily industrial polluted areas. Therefore, all supplied material and equipment shall be designed and protected for use in exposed, heavily polluted, salty, corrosive and humid coastal Atmosphere.	
13	Warranty	Minimum 5 Years Standard Warranty with patch management, OS Upgradations support.	

Other Points

13.1	The Relay/Controller Product Catalogue/User Manual is required for evaluation as per the claims of Bidder/BA.	
13.2	The Protection Relay/Controller should be cyber security compliant.	
13.3	The Modem is capable of SMS sending; however, the controller is capable of generating/pushing SMS to	



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	modem based on user configured events are not disclosed. The modem configuration should be in the scope of BA	
13.4	The IOA (IEC 104 address) in the signal list should be user configurable, standard analogue communication settings like dead band etc. should be available. The Relay/controller configuration should be in the scope of BA.	
13.5	Please note: Automation team will carry out necessary database development/display building at SCADA & will provide activated SIMs for insertion at Modem. Further they will facilitate the P2P testing, however all the controller & modem configuration, field testing should be in the scope of BA. No Automation team at site is envisioned for commissioning activities (P2P testing) of Autorecloser.	
	At least 5 Masters Reporting with a single CSADU	
	SMS Rebooting of Controller through a CMR	
	Product catalogue and user manual to be shared	
	3 Dimensional Drawings to be submitted for AR Unit along with Isolator and all	
	Type Test Certificates related to Cybersecurity certification , IEC -104 valid certification for controller	
	Video and PPT manual for AR to be shared	
	MQTT through Modem so confirmation required from OEM side for the same	
	DC low voltage & Battery charger failure signal must be available in Controller which should be available for SCADA integration	
	Necessary configuration, SCADA integration & testing of all the Auto Recloser with Modem at sites is in the scope of Bidder.	
	Purchaser will only do the necessary configuration in the Control Centre SCADA and will extend support during remote testing. Mobile SIMs will be provided to Bidder Representatives.	



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Annexure-II

Signal list for Auto Recloser Required for SCADA communication

AUTORECLOSER-I/O POINTS

IOA address shall be confirm by concern DISCOM during detailed engineering.

DI SIGNAL (STATUS)		Signal type		IOA (IEC 104)
1	Autorecloser Status	Status	Double Point	
2	Autorelosing	Status	Single Point	
3	Phase R Fault	Status	Single Point	
4	Phase Y Fault	Status	Single Point	
5	Phase B Fault	Status	Single Point	
6	E/F Relay	Status	Single Point	
7	Autorecloser Lock out Relay	Status	Single Point	
8	Control panel Door	Status	Single Point	
9	AC Supply (Unhealthy)	Status	Single Point	
10	DC Supply (Unhealthy)	Status	Single Point	
11	Local / Remote Switch Position	Status	Single Point	
12	IED communication status	Status	Single Point	
13	Modem Communication Status	Status	Single Point	
14	Earth fault Enable	Status	Single Point	
15	Over current Enable	Status	Single Point	
DO SIGNAL (CONTROL)				
1	Autorecloser Open/Close	Control	Double Command (SBO)	
2	Autorecloser Lock out reset	Control	Single Command	
3	Autorecloser LED reset	Control	Single Command	
ANALOG POINTS				
1	Current R Phase	Measurements	AMP	
2	Current Y Phase	Measurements	AMP	
3	Current B Phase	Measurements	AMP	
4	Neutral Current	Measurements	AMP	
5	Line Voltage RY	Measurements	KV	
6	Line Voltage YB	Measurements	KV	
7	Line Voltage BR	Measurements	KV	
8	3 Ph Total Apparent Power	Measurements	KVA3Ph	
9	3 Ph Total Active Power	Measurements	KW3Ph	
10	3Ph Total Reactive Power	Measurements	KVAR3Ph	
11	Power factor	Measurements	PF	
12	Frequency	Measurements		



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13	Fault Current R Phase	Measurements	KA	
14	Fault Current Y Phase	Measurements	KA	
15	Fault Current B Phase	Measurements	KA	
16	Fault Current N Phase	Measurements	KA	
17	Zero Phase Current	Measurements	AMP	
18	Positive Phase Current	Measurements	AMP	
19	Negative Phase Current	Measurements	AMP	
20	Phase A Current Harmonics	Measurements	AMP	
21	Phase B Current Harmonics	Measurements	AMP	
22	Phase C Current Harmonics	Measurements	AMP	
23	TOTAL COUNT (Reclosing)	Integrated Values	nos	
24	Total Active Energy(KWH)	Integrated Values	KWH	
25	Total Reactive Energy(KVARH)	Integrated Values	KVARH	
26	THD	Measurements	%	

SLA for Auto Recloser/Auto Sectionalizer

1. Warranty support:

- a. **Maintenance services** for the supplied Hardware, System and application Software upgradation, Patch Management services including sub-vendor products during the Standard warranty period of 48 Months from the date of system handover after SAT, resolution of all punch point of SAT and trouble-free operation of the entire system for a period of one month or, 60 Months from date of last supplies made under contract whichever is earlier.
- b. Bidder shall provide Software up-gradation (if any), Patch Management services including sub-vendor products for next 5 years over and above as mentioned in item 'a' above.
- c. Training
SLA will be prepared and adhered by Bidder, Sub-Vendor's of bidder for extending the Hardware, Software and Service support to Purchaser for the period mentioned above. To mitigate major failure like Complete system failure, system instability, loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational capability. Some of the salient points as example are documented below:
 - a. Bidder shall report to site within 48 hours of receipt of reporting of the failure occurrence
 - b. Bidder shall provide replacement of the faulty equipment within 7 days after confirmation of the fact that the equipment can't be repaired at site. Failure to this clause may have some penalty reference on Bidder.
 - c. Bidder will mandatorily provide detailed analysis report of the faulty equipment within 30 days from the date of the site visit.
 - d. Any spare Equipment replacement, testing and its commissioning to be done by bidder, with no cost implications to Purchaser. Any tools, equipment, Software or Hardware required for testing of the System will be the responsibility of the Bidder, this includes all system supplied by bidder under this contract.
 - e. Any up gradation in application software and hardware will be informed to Purchaser and necessary up gradation to be carried out by Bidder with no cost implications to Purchaser.

Bidder to note that Tri-Party agreement will be prepared for Bidder, Sub-Vendor to have protection against quitting of executing bidder and its alliances during commissioning, warranty and post warranty period as specified in this document.(Wherever is applicable).

2. Hardware Maintenance:

The project schedule shall include an allowance for hardware maintenance prior to the availability test. The Bidder will not be granted any relief for project delays caused by maintenance problems prior to the availability test.

SLA for Auto Recloser/Auto Sectionalizer

I. Pre-Delivery Maintenance

The Bidder shall have the responsibility for maintenance of all hardware prior to delivery to Purchaser's site. This maintenance may be performed by a maintenance contract with Original Equipment Manufacturers (OEMs) or other parties or by the Bidder staff using spare parts from the Bidder's stores or other sources.

II. Maintenance During Commissioning

- a) The Bidder shall have the responsibility for maintenance of all hardware after delivery and prior to commencement of the Warranty. This maintenance may be performed by a maintenance contract with OEMs or other parties or by Bidder staff using spare parts from the Bidder's stores or other sources.
- b) Failed equipment shall be replaced or repaired, and spares inventories (if any) replenished to their delivered level throughout the period of commissioning. Any spare parts found to be defective during initial delivery inspection or during this period shall be replaced within one week after notification. There shall be no charges to Purchaser for these replacement parts, including delivery charges. All spare parts replaced under maintenance shall be new parts unless otherwise accepted by Purchaser.

III. Maintenance Under Warranty

Maintenance during the warranty shall be in conformance with the terms of the warranty sections of this RFP *(Item 1)*

During the warranty period, Purchaser's hardware maintenance responsibilities will include the following:

- a) Provision of trained staff, responsible for call-out when problems occur.
- b) Providing local assistance to the Purchaser during problem resolutions

During the warranty period, The Bidder's maintenance under warranty responsibilities shall include the following:

- a) Bidder to rectify, replace & restore of all faulty equipment, including spare parts under warranty period.
- b) Providing materials and instruction for appropriate engineering changes for equipment.
- c) Provision of technical guidance towards the resolution of all hardware problems for equipment.

When needed, the Bidder shall respond to requests for technical support within Two Hours, 24 hours a day and seven days a week.

Failed equipment shall be replaced or repaired, and spares inventories replenished to their delivered level throughout this period. Any spare parts found to be defective during initial delivery inspection or during the Warranty period shall be replaced within one week after notification. There shall be no charges to Purchaser for these replacement parts, including delivery charges. All spare parts replaced under maintenance shall be new parts unless otherwise accepted by Purchaser.

SLA for Auto Recloser/Auto Sectionalizer

The Bidder's technical support staff shall work with Purchaser's technical staff to establish a strategy to efficiently resolve each identified problem. If at any time, Purchaser believes that the Bidder's technical support is not effectively resolving a problem, Purchaser may request that the Bidder's system expert or staff from the equipment's manufacturer be dispatched to Purchaser's facility. The Bidder's technical team shall be at Purchaser's facility within 48 hours of that request to provide hands-on support towards the problem resolution. Purchaser will not be responsible for any expenses connected to the technical support, including travel expenses.

The Resolution time for different complaints shall be as per the below matrix:

Category	Definition	Maximum Resolution Time
Severity 1 Urgent	Complete system failure, severe system instability, loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational capability	0-14 hrs.
Severity 2 Serious	Degradation of services or critical functions such as to negatively impact system operation. Failure of any redundant system component such that the normal redundancy is lost Non-availability of Manpower at site during working hours	0-36 hrs.
Severity 3 Minor	Any other system defect, failure, or unexpected operation. Request for information, technical configuration assistance, "how to" guidance, and enhancement requests.	0-72 hrs.

Failure by the Bidder to comply with the above-mentioned timelines, shall attract a penalty as per Contractual LD Clauses.

Hardware Minimum Support Period

The Bidder shall guarantee the availability of spare parts and hardware maintenance support services for all System equipment for a minimum period of 10 years. Subsequent to this minimum support period, the Bidder shall provide to Purchaser a minimum of two year's advance notice of their intent to terminate such services.

3. Upgrades, Patch Management & Modifications:

- a. Bidder shall continuously keep the Purchaser informed of all Software and Hardware upgrades as & when these are released.
- b. Bidder shall supply upgrades and patches of all installed software (both own and third party) for a period of ten years from the date of system acceptance without commercial implication.
- c. Bidder shall rectify all design defects and software bugs at no extra cost for a period of 10 years from the date of system acceptance.
- d. Bidder shall support the system totally for ten (10) years, even if no upgrades are implemented.

SLA for Auto Recloser/Auto Sectionalizer

- e. Bidder shall provide lifetime support (10 years) for the system. To meet this requirement, Bidder shall refer with OEMs on the product's life cycle management and obsolescence. Bidder shall attach the product life cycle matrix for hardware and software offered under this RFP.
- f. The system referred to above includes Bidder's own as well as third party components.

4. Database modification during Warranty Period:

All database modification major or minor (including new bay, new station inclusion and new equipment/device) is in the scope of the bidder, after the system handover and during the warranty period. The Scope covers system configuration and necessary changes for control centre communication. It is bidder's responsibility to provide resources as and when required by the purchaser for these changes and testing of the same as per the project and planned activity schedule. One of the examples of Configuration changes/modification are as mentioned below:

- a. Addition/Deletion of 33/11 kV Bays
- b. Addition of Auxiliaries Tags
- c. Addition/ Deletion of System/IEDs/Devices/SCADA enabled equipment/sensors
- d. Reconfiguration of system for new Control Centres

SLA for Auto Recloser/Auto Sectionalizer

1. Warranty support:

- a. **Maintenance services** for the supplied Hardware, System and application Software upgradation, Patch Management services including sub-vendor products during the Standard warranty period of 5 Years from the date of system handover after SAT, resolution of all punch point of SAT and trouble-free operation of the entire system for a period of one month or, 66 Months from date of last supplies made under contract whichever is earlier.
- b. Bidder shall provide Software up-gradation (if any), Patch Management services including sub-vendor products for next 5 years over and above as mentioned in item 'a' above.
- c. Training
SLA will be prepared and adhered by Bidder, Sub-Vendor's of bidder for extending the Hardware, Software and Service support to Purchaser for the period mentioned above. To mitigate major failure like Complete system failure, system instability, loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational capability. Some of the salient points as example are documented below:
 - a. Bidder shall report to site within 48 hours of receipt of reporting of the failure occurrence
 - b. Bidder shall provide replacement of the faulty equipment within 7 days after confirmation of the fact that the equipment can't be repaired at site. Failure to this clause may have some penalty reference on Bidder.
 - c. Bidder will mandatorily provide detailed analysis report of the faulty equipment within 30 days from the date of the site visit.
 - d. Any spare Equipment replacement, testing and its commissioning to be done by bidder, with no cost implications to Purchaser. Any tools, equipment, Software or Hardware required for testing of the System will be the responsibility of the Bidder, this includes all system supplied by bidder under this contract.
 - e. Any up gradation in application software and hardware will be informed to Purchaser and necessary up gradation to be carried out by Bidder with no cost implications to Purchaser.

Bidder to note that Tri-Party agreement will be prepared for Bidder, Sub-Vendor to have protection against quitting of executing bidder and its alliances during commissioning, warranty and post warranty period as specified in this document.(Wherever is applicable).

2. Hardware Maintenance:

The project schedule shall include an allowance for hardware maintenance prior to the availability test. The Bidder will not be granted any relief for project delays caused by maintenance problems prior to the availability test.

SLA for Auto Recloser/Auto Sectionalizer

I. Pre-Delivery Maintenance

The Bidder shall have the responsibility for maintenance of all hardware prior to delivery to Purchaser's site. This maintenance may be performed by a maintenance contract with Original Equipment Manufacturers (OEMs) or other parties or by the Bidder staff using spare parts from the Bidder's stores or other sources.

II. Maintenance During Commissioning

- a) The Bidder shall have the responsibility for maintenance of all hardware after delivery and prior to commencement of the Warranty. This maintenance may be performed by a maintenance contract with OEMs or other parties or by Bidder staff using spare parts from the Bidder's stores or other sources.
- b) Failed equipment shall be replaced or repaired, and spares inventories (if any) replenished to their delivered level throughout the period of commissioning. Any spare parts found to be defective during initial delivery inspection or during this period shall be replaced within one week after notification. There shall be no charges to Purchaser for these replacement parts, including delivery charges. All spare parts replaced under maintenance shall be new parts unless otherwise accepted by Purchaser.

III. Maintenance Under Warranty

Maintenance during the warranty shall be in conformance with the terms of the warranty sections of this RFP *(Item 1)*

During the warranty period, Purchaser's hardware maintenance responsibilities will include the following:

- a) Provision of trained staff, responsible for call-out when problems occur.
- b) Providing local assistance to the Purchaser during problem resolutions

During the warranty period, The Bidder's maintenance under warranty responsibilities shall include the following:

- a) Bidder to rectify, replace & restore of all faulty equipment, including spare parts under warranty period.
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SLA for Auto Recloser/Auto Sectionalizer

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- c. Bidder shall rectify all design defects and software bugs at no extra cost for a period of 10 years from the date of system acceptance.
- d. Bidder shall support the system totally for ten (10) years, even if no upgrades are implemented.

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- a. Addition/Deletion of 33/11 kV Bays
- b. Addition of Auxiliaries Tags
- c. Addition/ Deletion of System/IEDs/Devices/SCADA enabled equipment/sensors
- d. Reconfiguration of system for new Control Centres

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		WORK INSTRUCTION /OPERATING GUIDELINES	
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GENERAL CONDITIONS OF CONTRACT

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1.0 ORGANIZATIONAL VALUES

The TP Odisha Discoms (TPCODL/TPNODL/ TPSODL/TPWODL) has always been a value driven organization. These values continue to direct the Group's growth and businesses. The six core Tata Values underpinning the way we do business are:

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

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

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

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

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

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

2.0 Ethics

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

The main objective of the Ethics Management Team is to:

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

All Associates and Stakeholders are requested to register any grievance on ethics violation on respective discom's website.

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

2.1 The below practices would be liable for punitive actions such as cancellation of contracts, banning and blacklisting of bidders

2.1.1 **Anti-competitive practice**": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

2.1.2 **Conflict of interest**": participation by a bidding firm or any of its affiliates that are either

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involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain

CONTRACT PARAMETERS

3.0 Issue/Award of Contract

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

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

3.1 Contract Commencement Date

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

3.2 Contract Completion Date

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

3.3 Contract Period/Time

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

3.4 Contract Execution Completion Date

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

3.5 Contract Price /Value

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

3.5.1 Anti Profiteering Clause

Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the bid date to the completion of work including defect liability period, if any, which results in any decrease in the cost of the works through reduced liability of taxes & duties, increase in the input tax credits, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to the extent which is directly attributable to such Introduction of new legislation or change or amendment as mentioned above as per Anti-profiteering Rules, 2017, hereby, "Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of Indirect Tax or direct taxes and whether or not imposed by the Central government, state government, local or municipal authority or any other statutory body.

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3.6 Contract Document

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

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

3.7 Contract Language

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

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

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

3.8 Reverse Auction

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

4.0 SCOPE OF WORK

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

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

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

TP Odisha Discom 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 respective TP Odisha Discom, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TP Odisha Discom requests a change, the Contract price and time shall be adjusted

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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 wherever so applicable in terms of or otherwise directed by the TP Odisha Discom.

4.1 Bid Evaluation- Commercial & Technical

TP Odisha Discom reserves the right to evaluate the bid on the parameters below as per the requirement:

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

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

5.0 PRICES/RATES/TAXES

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

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

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

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

5.1 Changes in Statutory Tax Structure

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

For execution of contracts beyond contract execution time, where the delay is not attributable to TP Odisha Discom 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 respective TP Odisha discom.

6.0 TERMS OF PAYMENT

On delivery of the materials in good condition and certification of acceptance by TP Odisha Discom's official, Associate shall submit the Bills/Invoices in original in the name of respective Discom i.e "TP Central Odisha Distribution Limited" / "TP Northern Odisha Distribution Limited" / "TP Southern Odisha Distribution Limited" / "TP Western Odisha Distribution Limited" to invoice desk, complete with all required documents as under:

- Test Reports (4 sets).
- MDCC issued by TPCODL.

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- Packing List.
- Drawing and Catalogue.
- Guarantee/Warranty Card.
- Delivery Challan.
- O&M Manual.
- Copy of Order.
- Minutes of Meeting.
- E-Way challan (if applicable)

Bills/ invoices shall mention Supplier's GST Number. Respective TP Odisha Discom will make 100% payment within 60 days of submission of the error free certified Bill/Invoice complete in all respects and along with all the requisited documents mentioned above, subject to condition that Associate has furnished the requisite Security-cum-Performance Guarantee as stipulated in the contract.

6.1 Quantity Variation

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

6.2 Full and Final Payment

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

7.0 MODE OF PAYMENT

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

- 5% of the PO value if purchase order value is more than Rs 5 Crores.
- 10% of the PO value if purchase order value is less than Rs 5 Crores.
- 5% of the RC value in case of Rate Contract. This shall remain valid till the Guarantee period plus six months.

In case of non-submission of PBG by BA within 21 days post awarding the contract, respective TP Odisha Discom 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 respective TP Odisha Discom from Bills.

The validity of PBG shall be Guarantee Period of contract, plus six months. Claim period shall be another six months of post BG expiry.

- For PO/RC values less than Rs. 5 lacs, Associate may request for deduction of amount equivalent to SPBG value from their first invoice. Such amount shall be withheld by TPCODL

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while processing the invoice and shall be released after completion of GuaranteePeriod 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 Six 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 respective TP Odisha Discom. Alternatively, Associate may extend the validity of original SPBG only till the requisite period, i.e. Guarantee Period plus six months.

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

9.2 SA 8000

Each TP Odisha Discom expects its Associates to follow guidelines of SA 8000:2014 on the following aspects

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

9.3 Affirmative Action

TP Odisha Discom believes in promoting social equity and opportunities that enable and empower socially and economically disadvantaged sections of society, specifically the Scheduled Caste, Scheduled Tribes, Persons with Disabilities and women from marginalized communities (AA group). The company recognizes that diversity in the workplace positively impacts its business, partnerships and future-readiness. TP Odisha Discom will volunteer its training resources to the best extent to improve education, employability, financial & digital inclusivity of the AA group of society. TP Odisha Discom will empower and encourage AA groups for entrepreneurship and inclusion in industrial value chains.

Relaxation in Contract Clauses under Affirmative Action for AA Community Associates**

TP Odisha Discom 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 Women from marginalized communities & Persons with Disabilities has been adopted across the company.

Under the same pre-text, and to promote entrepreneurship among SC/ST community, Women from

marginalized communities & Persons with Disabilities TP Odisha Discom has taken initiative by proposing relaxations in contract clauses as per below:

S. No	Initiative	for SC/ ST, Women from marginalized communities & Persons with Disabilities BA's	Guideline Document
1	Tender Fees	Tender Fees Rs 1000/- (including tax)	All Open Tenders
2	Earnest Money Deposit	EMD exempted for AA Category Bidders, 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.	All limited and Open Tenders
3	Performance Bank Guarantee	Performance Bank Guarantee for AA Category bidders shall be 25% of the value normally prescribed.	All limited and Open tenders
4	Turnover	Qualification Requirement of Financial Turnover for AA Category bidders shall be reduced to 20% of the existing criteria.	All Open Tenders

****Classification of BAs under AA Category shall be governed under following guidelines:**

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

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

Note: Certification from SC/ST commission, Women from marginalized communities & Persons with Disabilities shall be required for deciding upon AA category of a person / firm.

10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Material/Equipment/Works Quality

The items / works under the scope of the Associate shall be of the best quality and workmanship according to the latest engineering practice and shall be manufactured from materials of best quality considering strength and durability for their best performance and, in any case, in accordance with the specifications set forth in this Contract. All material shall be new. Substitution of specified material

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or variation from the process of fabrication/ construction/ manufacture may be permitted but only with the prior written approval of the respective TP Odisha Discom.

10.3 Adherence to Rules & Regulations

The Associate shall procure and/or fabricate/erect all materials and equipment in accordance with all requirements of Central and State enactment, rules and regulations governing such work in India and at site. This shall not be construed as relieving the Associate from complying with any requirement of TP Odisha Discom 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 TP Odisha Discom. It is the sole responsibility of the Associate, however, to determine that such variance exists. Wherever required by rules and regulations, the Associate shall also obtain the statutory authorities' approval for the plant, machinery and equipment to be supplied by the Associate.

10.4 Specifications and Standards

The Associate shall follow all codes and standards referred in the Contract Document. Codes and standards of other may be followed by the Associate with the prior written approval of TP Odisha Discom. 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 TP Odisha Discom. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TP Odisha Discom. In any circumstances the codes, specimen and standards prescribed by any government agency should not be violated.

11.0 INSPECTION/PARTICIPATION

11.1 Right to Carry Out Inspection

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

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

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

11.2 Facilitating Inspection

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

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may be required by the Engineers.

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

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

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

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

11.3 Third Party Nomination

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

11.4 Waiver of Inspections

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

11.5 Incorrect Inspection Call

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

12.0 MDCC & DELIVERY OF MATERIALS

12.1 Material Dispatch Clearance Certificate

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

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

All such packing shall allow to the extent possible for easy removal and checking at Site. The associate shall take special precautions to prevent rusting of steel and iron parts during transit by sea.

Gas seals or other materials shall be utilized by the associate for protection against moisture during transit of all Plant and Equipment. The associate shall use environmentally friendly packing to a great extent.

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

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

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

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

- i) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.
- ii) Take such actions as may be necessary to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.

Timelines for inspection and MDCC is as below:

S. No.	Inspection	MDCC issuance time including Inspection date (max.)
1	Outside Odisha	10 days
2	Within Odisha	5 days
3	Waiver*	3 working days

* Associate is expected to raise the inspection call assuming that Inspection shall be carried out by TP Odisha Discom. The decision for waiver of inspection shall be on sole discretion of TP Odisha Discom. The Bidder has to intimate 7 days prior for inspection to respective discoms.

12.2 Right to Rejection on Receipt

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

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

12.3 Consignee

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

Store location will be depending upon the concerned Discom, mentioned on the Rate Contract / Purchase Order / Released Order.

12.4 Submission of mandatory documents on Delivery

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

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

12.5 Dispatch and Delivery Instructions

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

13.0 GUARANTEE

13.1 Guarantee of Performance

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

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and unused except for the usage required for the tests and checks required as part of quality assurance.

13.2 Guarantee Period

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

13.3 Failure in Guarantee Period (GP)

If the equipment and material supplied under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and materials supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied rendered under the contract, failed in Guarantee Period, respective TP Odisha Discom will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the respective TP Odisha Discom'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 respective TP Odisha Discom. However, if replacement of the Equipment is required, Associate shall notify the same to respective TP Odisha Discom within 7 days of reporting the issue by respective TP Odisha Discom. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

13.4 Cost of repairs on failure in GP

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

13.5 Guarantee period for Goods Outsourced

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

13.6 Latent Defect

Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects. Associates shall further be responsible for 'free replacement' for another period of THREE

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years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company.

13.7 Support beyond the Guarantee Period

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

14.0 LIQUIDATED DAMAGES

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

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

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

For the purpose of calculating and applying LD, each delivery lot shall be considered separately. For delay of each week and part thereof, from the delivery schedule specified for the lot, 1% of the contract value corresponding to the undelivered quantity of the lot subject to a maximum of 10% of the total contract value of the subject lot. However, if full contractual quantity is not delivered within 130% of contract time for delivery, respective TP Odisha Discom has the right to levy LD on the delayed delivered 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 respective TP Odisha Discom as a proof of deduction/ recovery.

14.1 LD Waiver Request

Any request of LD waiver shall be submitted within thirty (30) days of deducting LD or on receipt of detail payment summary with LD details whichever is later. Request submitted beyond the timeline shall not be entertained.

15.0 UNLAWFUL ACTIVITIES

The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the TP Odisha Discom's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the respective TP Odisha Discom, 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 TP Odisha Discom in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TP Odisha Discom 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

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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 TP Odisha Discom.

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 TP Odisha Discom shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TP Odisha Discom and upon execution of confidentiality agreements satisfactory to the TP Odisha Discom 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. TP Odisha Discom 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 TP Odisha Discom. 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 TP Odisha Discom under the Contract shall be passed on to the TP Odisha Discom. The TP Odisha Discom shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

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

16.5 Violation

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

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

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

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proceeding/s, or otherwise. No liability of TP Odisha Discom shall arise in this respect, and any costs, damages, expenses, compensation payable by TP Odisha Discom 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 respective discoms under TP Odisha Discom 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 respective discom under TP Odisha Discom is held liable for by any court judgement. In this connection, the respective discom under TP Odisha Discom shall pass on all claims made against him to the Associate for settlement.

The Associate assumes responsibility for and shall indemnify and save harmless the respective discom under TP Odisha Discom 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 respective discom under TP Odisha Discom 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 respective discom under TP Odisha Discom.

The respective discom under TP Odisha Discom 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 TP Odisha Discom 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 TP Odisha Discom. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TP Odisha Discom.

TP Odisha Discom 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.

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20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

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

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

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TP Odisha Discom, 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.

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- 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 the respective discom under TP Odisha Discom, 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.

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

21.3 Compensation in lieu of Suspension

If the suspension of the contract in whole or in part is for convenience of TP Odisha Discom and not due to any breach of contract conditions by the associate, TP Odisha Discom 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 TP Odisha Discom.

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

22 TERMINATION OF CONTRACT

22.1 Termination for Default/Breach of Contract

The contract / PO /RC shall be subject to termination by TP Odisha Discom 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 the respective discom under TP Odisha Discom and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TP Odisha Discom that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.

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- 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 TP Odisha Discom.

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

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

Without prejudice to its right to terminate for breach of contract, TP Odisha Discom 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 TP Odisha Discom having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

- a) Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b) Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TP Odisha Discom.
- 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 TP Odisha Discom 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 TP Odisha Discom 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 TP Odisha Discom 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 TP Odisha Discom 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 TP Odisha Discom 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, TP Odisha Discom 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 TP Odisha Discom 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 TP Odisha Discom 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 TP Odisha Discom against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TP Odisha Discom 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, TP Odisha Discom shall be entitled to bar the associate, its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TP Odisha Discom for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TP Odisha Discom.

22.2 Termination for Convenience of Associate

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

22.3 Termination for Convenience of respective discoms under TP Odisha Discom

TP Odisha Discom at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. The respective discoms under TP Odisha Discom 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.

22.4 Work Instruction – Process for Sending Business Associates on Holiday

To implement a system for putting BA on holiday due to non-performance, unethical practices etc.

TP Odisha Discom reserves the right to put BA on holiday/ after which it can be reconsidered for reinstatement as per table below:

S. No.	Reason for putting BA on holiday	Period of holiday
1	Ethical grounds	Permanent
2	Quality	A period from 2 to 5 years depending upon the seriousness of the lapse on BA part
3	Safety	A period from 2 to 5 years depending upon the seriousness of the lapse on BA part
4	Non Performance	A period from 2 to 5 years depending upon the seriousness of the lapse on BA part
5	Any other	The period depending upon the seriousness of the lapse on BA part

The aforesaid table is also applicable for running orders

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

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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 the concerned TP Odisha Discom or suspended by the arbitrator. Further, respective TP Odisha Discom shall continue making such payments as may be found due and payable to the associate for such works.

23.1 Governing Laws and Jurisdiction

The parties shall be subject to the jurisdiction of the courts of

- a) law in Bhubaneswar and any matter arising here from shall be subject to applicable law in force in India for TPCODL.
- b) law in Balasore and any matter arising here from shall be subject to applicable law in force in India for TPNODL.
- c) law in Berhampur and any matter arising here from shall be subject to applicable law in force in India for TPSODL.
- d) law in Sambalpur and any matter arising here from shall be subject to applicable law in force in India for TPWODL.

24.0 ATTRIBUTES OF GCC

24.1 Cancellation

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

24.2 Severability

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

24.3 Order of Priority

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

25.0 ERRORS AND OMISSIONS

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

26.0 TRANSFER OF TITLES

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

However, such passing of title of ownership and property to the TP Odisha Discom shall not in any way absolve, dilute or diminish the responsibility and obligations of the Associate under this Contract

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including loss or damages and all risks, which shall vest with the Associate.

27.0 INSURANCE

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

- a) The value of the policy shall cover the total value of all the items till they are handed over to the respective discom under TP Odisha Discom.
- b) The respective discom under TP Odisha Discom shall be the principal holder of the policy. The Associate shall be the loss payee under the policy. Associate / Sub-contractor of the Associate shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The respective discom under TP Odisha Discom reserves the exclusive right to assign the policy.
- c) While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required to be provided by the associate shall remain uninsured in accordance with (a) above.
- d) A copy of the Insurance policy shall be made available to The respective discom under TP Odisha Discom prior to first dispatch lot of any Equipment and policy shall be kept alive and valid at all times up to the stage of final acceptance.
- e) The respective discom under TP Odisha Discom reserves the right to take out whatever policy that is deemed necessary by him if the associate fails to keep the said policy alive and valid at all times and/or causes lapses in payment of premium thereby jeopardizing the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the associate.
- f) The policy shall ensure that the respective discom's decision under the respective discom under TP Odisha Discom regarding replacement of goods damaged, lost or rendered unusable shall be final.

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

All the insurance claims shall be processed and settled by the associate and the missing/damaged items shall be replaced/repared by them without any extra cost to the respective discom under TP Odisha Discom and without affecting the completion time.

28.0 SUGGESTIONS & FEEDBACK

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

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

29.0 CONTACT POINTS

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

30.0 LIST OF ANNEXURES

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

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

A. Applicable for Central Contracts (CCG) & TPCODL's Tenders

**The TP Central Odisha Distribution Limited
Bhubaneswar**

B. Applicable for TPNODL's Tenders

**TP Northern Odisha Distribution Limited,
Balasore**

C. Applicable for TPSODL's Tenders

**The TP Southern Odisha Distribution Limited,
Berhampur**

D. Applicable for TPWODL's Tenders

**TP Western Odisha Distribution Limited
Burla**

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

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

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

CONDITIONS of this obligation are:

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

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

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

DATE

SIGNATURE OF THE BANK

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

The TP Central Odisha Distribution Limited

Bhubaneswar

CP cum EP BG No.....

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

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

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Vendor" or for any other reason whatsoever.

8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at - _____, Bhubaneswar branch(for TPCODL) / Balasore Branch (For TPNODL) / Berhampur Branch (TPSODL) / Sambalpur (TPWODL) and claim will also be payable at _____
- e) Bhubaneswar Branch (to be confirmed by Bhubaneswar Branch by a letter to that effect in case BG is from the branch outside Bhubaneswar) – **applicable for TPCODL.**
- f) Balasore Branch (to be confirmed by Bhubaneswar Branch by a letter to that effect in case BG is from the branch outside Balasore) – **applicable for TPNODL.**
- g) Berhampur Branch (to be confirmed by Bhubaneswar Branch by a letter to that effect in case BG is from the branch outside Berhampur) – **applicable for TPSODL.**
- h) Sambalpur Branch (to be confirmed by Bhubaneswar Branch by a letter to that effect in case BG is from the branch outside Sambalpur) – **applicable for TPWODL.**
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____) only and the guarantee will remain in force upto and including _____(Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one months from _____(expiry date) i.e. on or before _____(claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.
- Dated at _____ this _____ day of _____ 20__

Bank's rubber stamp

1. Banks full address

Designation of Signatory

2. Bank official number

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

(On Company’s Letter head or with Company Seal)
 (To be submitted by the Associate to respective TP Odisha Discom’s Accounts Department at
 the time of receipt of full and final payment)

(Certificate No. CCP/002)

Name of the Project Order/

Contract No.

Dated

Name of the Associate Scheme No.

/ Job No.

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

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

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

Place

Name

(Company Seal)

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ANNEXURE-D

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

To be printed on the letterhead. Please tick (✓) on concerned Discom

To,

The TP Central Odisha Distribution Limited

Bhubaneswar

or

The TP Northern Odisha Distribution Limited

Balasore

or

The TP Southern Odisha Distribution Limited

Berhampur

or

The TP Western Odisha Distribution Limited

Sambalpur

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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ANNEXURE-E

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

- OEMs Service Contractor Material Suppliers Material & Manpower Supplier

You are associated with us for

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

Your office is located at

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

Your nearly turnover with " _____ (TPCODL / TPNODL / TPSODL / TPWODL)

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

Additional Information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

SECTION - A

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

Discom Name:- _____(TPCODL/TPNODL/TPSODL/TPWODL)

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	Discom never defaults on contractual terms						
15	In Discom 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	Discom Employees follow Ethical behaviour						

GENERAL CONDITIONS OF CONTRACT

SECTION – B

SECTION – B (Please rate the following parameters on a scale of 1 to 5, where 1 - Minimum; 5 - Maximum); Discom Name: - _____(TPCODL/ TPNODL/ TPSODL/ TPWODL)

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of Discom 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 Discom in comparison to your other clients in terms of fairness of treatment and transparency with its Business Associates?						
3	How would you rate Discom in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates						
4	How would you rate Discom in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates						

SECTION – C

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement. Discom Name:- _____(TPCODL/ TPNODL/ TPSODL/ TPWODL)

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

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SECTION - D

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

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

SECTION - E

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

Please spare your thoughts for TP Odisha Discom'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 TP Odisha Discom to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for _____ (TPCODL/ TPNODL/ TPSODL/ TPWODL) improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, altitudes that you

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

We thank you for your time and courtesy!!

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ANNEXURE-F

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

1. TP Odisha Discom 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. TP Odisha Discom will make every effort to make the bid process transparent. However, the award decision by TP Odisha Discom would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TP Odisha Discom, 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 TP Odisha Discom.
6. In case of intranet medium, TP Odisha Discom shall provide the infrastructure to bidders. Further, TP Odisha Discom 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 TP Odisha Discom.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at _____ (TPCODL/TPNODL/TPSODL/TPWODL) under TP Odisha Discom 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 TP Odisha Discom.
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.
13. Even after RA TP Odisha Discom reserves the right to negotiate further to optimize the prices in case Centralized Contract Group are unable to arrive at their benchmarked price or tender committee decided price.

Signature & Seal of the Bidder

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Name of the Authorized Signatory: _____ :

Contact Person's Name:

Official Correspondence Address:

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

Thanking you,

For _____

**(Authorised Signatory) (Signature
with Rubber Stamp)**

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

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ANNEXURE-H
VENDOR APPRAISALFORM

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

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

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

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

*** 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, Women from marginalized communities & Persons with Disabilities community. Governing document shall be Proprietorship Deed.
- **Partnership Firm:** Only such firms shall qualify which have SC/ST, Women from marginalized communities & Persons with Disabilities 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, Women from marginalized communities & Persons with Disabilities directors holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Memorandum of Understanding (MoU) and/or Article of Association(AoA).

NOTE: Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person and govt certificates required for Women from marginalized communities & Persons with Disabilities

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ANNEXURE-I

MANUFACTURER AUTHORIZATION FORM

(To be submitted on OEM's Letter Head)

Date:

Tender Enquiry No.:

To,

Chief (Procurement & Stores)

The TP Central Odisha Distribution Limited,
Bhubaneswar

Sir,

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

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

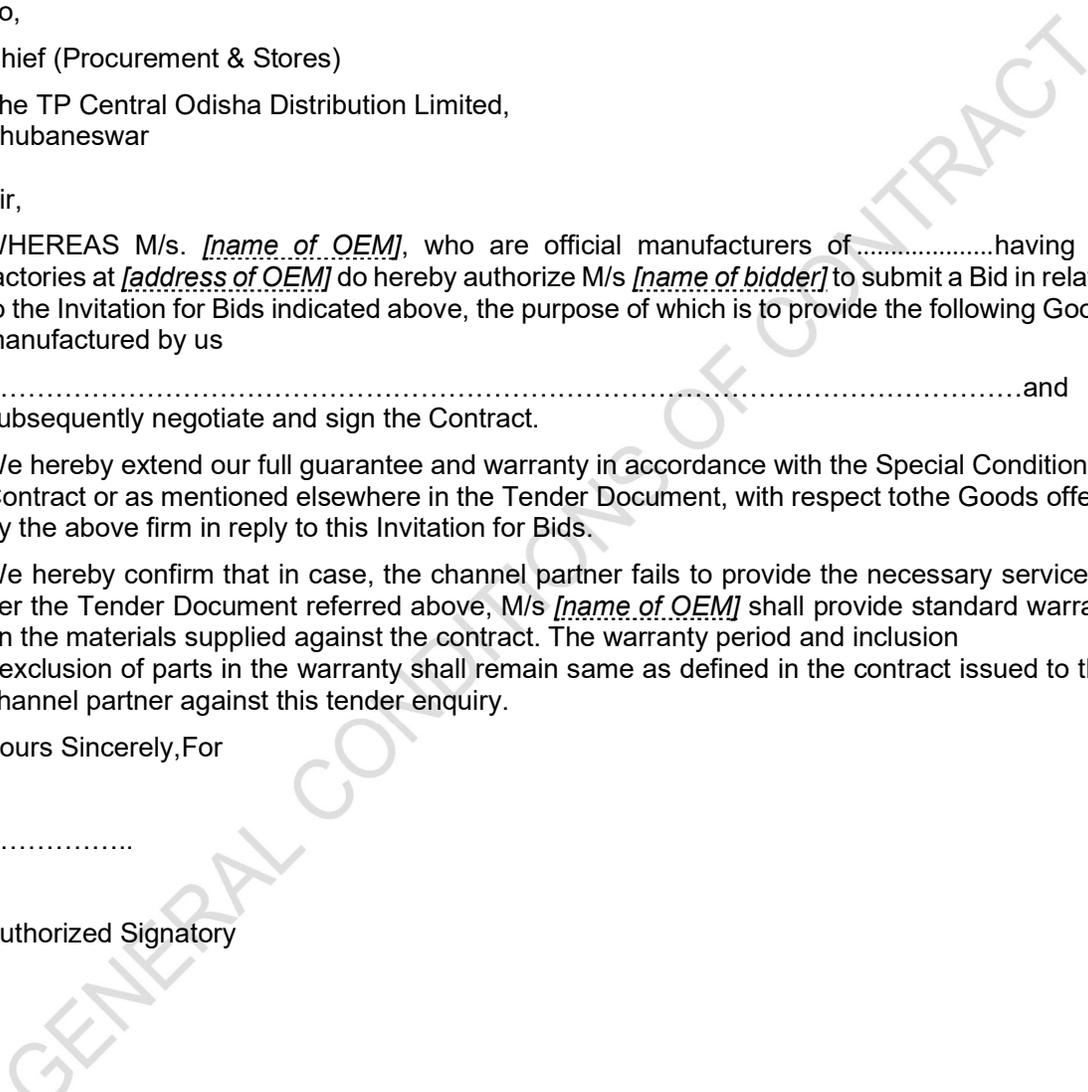
We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

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

Yours Sincerely, For

.....

Authorized Signatory



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Annexure-J

TATA CODE OF CONDUCT (TCoC)

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

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

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

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

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

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

Core Values:

All six core values are already mentioned in GCC.

Core Principles:

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

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

Gift Policy:

Principles for acceptance of gifts/benefits –

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

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

Principles for non-acceptance of gifts/benefits -

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

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

Violation –

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

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Annexure-K

ESG FRAMEWORK FOR BUSINESS ASSOCIATES

TP Odisha Discom's Sustainability philosophy sits at the core of its Business Strategy. TP Odisha Discom Sustainability Model has an overarching objective of 'Leadership with care' with key elements of 'Care for the Environment'; 'Care for the Community'; 'Care for our Customers / Partners' and 'Care for our People'. These sustainability objectives encompass the Environmental, Social and Governance objectives driven as integrated elements.

TP Odisha Discom, together with its stakeholders is determined to achieve sustainable growth while creating shared value for all.

As a part of future ready roadmap, TP Odisha Discom has targeted following as our Environment, Social and Governance priorities:

- Being Carbon Net Zero before 2045
- Growing Clean capacity (80% by 2030)
- Customer centricity
- Becoming water neutral before 2030
- Achieving zero waste to landfill before 2030
- No net loss of biodiversity before 2030
- Positively impacting 80 million lives by 2027

In order to create a sustainable business ecosystem, TP Odisha Discom expects that all its Business Associates (BA) which includes its suppliers, vendors, consultants and service providers to align to its ESG and sustainability commitments.

TP Odisha Discom encourages improved efficiencies and scaling up of green initiatives through technology and innovation taking us farther on the journey of reducing carbon emissions and preparing the entire eco-system towards products and services that would have net positive impact on the environment and communities that we operate in.

The Vendors/ bidders wishing to associate with TP Odisha Discom are expected to share their own sustainability and ESG journey. We at TP Odisha Discom promote all Business Associates to have a sustainable procurement policy for their supplier and service providers to contribute to our integrated approach in achieving a sustainable supply chain. The BA is encouraged to carry out the assessment of their sub-contractors and sub-vendors on sustainability readiness so that they are aware of the expectation/ business requirement.

The Vendor/ Bidder shall fill-in the 'Environment, Social and Governance Compliance Screening Questionnaire for Business Associates' attached at Annexure-I and submit the same along with the Bid in Ariba online platform.

Responsible Supply Chain Management:

TP Odisha Discom is committed for a cleaner environment and respect of Human rights through its Responsible Supply Chain Management policy.

TP Odisha Discom Business Associate (BA) shall comply with all the environment & Human rights related laws, including emission norms, Labour and environmental regulations.

TP Odisha Discom encourages its BA to focus on green design, green supply, green production, green

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logistics and green packaging in performing their business obligations. The BA is expected to abide by the TP Odisha Discom Corporate Environment policy, Energy Conservation and Corporate Sustainability Policy (enclosed with this document as Annexure-II).

The BA is expected to:

- Strive towards Conservation of Energy, Water, Resources and optimize transportation of Men & Materials to minimize environmental impact and reduce carbon footprint.
- Carry out the assessment of materials used for construction, operation & maintenance, consumables and accordingly phase out those materials which are environmentally hazardous.
- Be cognizant that diversity in the workplace positively impacts business.
- Promote affirmative action by supporting people from SC/ ST background by engaging workforce from SC/ ST community under the contracts agreed herein.
- Share the commitment of 'No child labour', 'No forced labour', 'Non-discrimination on the basis of caste, colour, religion, gender, disability, maternity or pregnancy or any other factor unrelated to the requirements of the job
- Pay the wages or remuneration to the workforce, personnel deployed in compliance to all applicable laws and regulations.
- Provide its employees/ deployed labor with an employment environment that is free of physical or psychological harassment.
- Carry out the assessment of their Sub-contractors on their Sustainability Readiness so that they are aware of the above expectation/ standards
- To ensure usage of suitable package material which is more environmentally sustainable. Further the packing material shall be recycled to the extent possible. The material used for packing is expected to suit the mode of transport and to ensure its safe receipt at point of delivery.

Waste Disposal:

The BA is expected to follow best practices for disposal of waste, few of which are listed below:

- Have a detailed project plan that includes 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. 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.
- Have purchase policy to encourage the procurement of material with recycled and minimum packaging of goods during delivery and appropriate means for site-to-site transportation of materials to avoid damage and litter generation.
- Ensure that the residents living near the site are kept informed about proposed working schedule and timings/ duration of any abnormal noise full activity that is likely to happen.
- 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.

Water Management:

The BA is expected to follow best practices for water management, few of which include a management and monitoring system for water withdrawals and consumption, procedures to reduce water usage or reuse/recycle water, and pretreatment of wastewater before disposal.

Compliance to Law:

The BA shall adhere to responsible business practices and comply with the provision of all the Statutory

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Acts Applicable. Special attention of the BA is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions, as applicable):

- The Child Labour (Prohibition and Regulation) ACT, 1986.
- The Contract Labour (Regulation and Abolition) ACT, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Equal Remuneration Act, 1976.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act, 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965
- The Payment of Gratuity Act, 1972.
- The Payment of Wages Act, 1936.
- The Shops & Establishment Act, 1954.
- The Workmen's Compensation Act, 1923.
- The Employer's Liability Act, 1938.
- and any other applicable statutory act

Social Accountability (SA 8000):

TP Odisha Discom expects its BAs to follow guidelines of SA 8000:2014 on the following aspects

- Child Labour
- Forced or Compulsory Labour
- Health & Safety
- Freedom of Association & Right to Collective Bargaining
- Discrimination
- Disciplinary Practices
- Working Hours
- Remuneration
- Management System

Health and Safety

The BA is expected to ensure the health and safety of his and his Sub-contractor's staff and labour. The BA shall, in collaboration with and according to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The BA shall maintain records and make reports concerning health, safety and welfare of persons deployed, and damage to property, as the Owner's Representative may reasonably require. The BA shall be responsible for the medical treatment / hospitalization of his and his Sub-contractor's staff/ labour.

The BA shall appoint a qualified Safety officer at the Site to be responsible for maintaining the safety, and protection against accidents, of all personnel on the Site. Such Safety officer shall have the authority to issue instructions and take protective measures to prevent accidents.

The BA shall comply in toto with the TP Odisha Discom's Contractor Safety Terms & Conditions, Health Safety & Environment Manual while working on TP Odisha Discom's Site/ Services/ Contracts.

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Grievance Mechanism

The BA is expected to have grievance procedures that allow stakeholders to anonymously bring environmental and/or work-related violations and/or concerns to the attention of management. In addition, the BA is expected to have procedures for examining reports of environmental and/or work-related violations or concerns and/or privacy complaints.

Data Protection

The BA is expected to have a formal process to address data security or privacy issues.

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