



NIT No.: TPSODL/OT/2020-21/004

Procedure to Participate in Tender

Tender Enquiry No- TPSODL/OT/2020-21/004

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Rs.)	Last Date and Time for payment of Tender Fee
NIT Number: TPSODL/OT/20 20-21/004	Metering, Billing & Collection (MBC) Services at TPSODL	06 Lakh	5,000	19.04.2021 ; 15:00 Hrs

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

Procedure for Participating in Tender. Following steps to be done before “Last date and time for Payment of Tender Participation Fee” as mentioned above.

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating.
 - A. Tender Enquiry number
 - B. Name of authorized person
 - C. Contact number
 - D. e-mail id
 - E. Details of submission of Tender Participation Fee
 - F. GST Number
2. Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference no:

Beneficiary Name : TP Southern Odisha Distribution Limited.

Account No : 625901010050070

Name of the Bank : Union Bank of India, Kamapalli Branch, Berhampur

IFSC Code : UBIN0562599

E-mail with necessary attachment of 1 and 2 above to be send to sumitkumar@tpsouthernodisha.com with copy to manoj.kharbanda@tpsouthernodisha.com before “Last date and time for Payment of Tender Participation Fee”.

3. Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Link for bidding through ARIBA e-procurement platform will be mailed to bidder once Letter received as mentioned in point no 1 & 2 above.

4. Refer Tender Document for other details.



NIT No.: TPSODL/OT/2020-21/004

Open Tender Notification
For
Meter Reading, Billing & Collection (MBC) Services at TPSODL

Tender Enquiry No.: TPSODL/OT/2020-21/004

Due Date for Bid Submission: 05.05.2021 [16:00 Hrs.]

TP SOUTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power and Odisha Government Joint Venture)

Procurement Department
Call Center /Training Center, Duduma Colony,
Ambagada, Berhampur, Odisha-7610001

Corporate office: Kamapally, Courtpetta, Berhampur, Ganjam, Odisha, India -760 004

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1.0 Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested bidders for entering into a Rate Contract valid for a period of 3 Years as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Meter Reading, Billing & Collection (MBC) Services at TPSODL	06 lakhs	5,000

1.2 Availability of Tender Documents

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

1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	19.04.2021 ; 15:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	22.04.2021 up to 15:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	24.04.2021 at 15:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	29.04.2021 up to 18:00 Hrs
(e)	Last date and time of receipt of Bids	05.05.2021 up to 16:00 Hrs
(f)	Date & Time of opening technical bids & EMD	05.05.2021 up to 17:00 Hrs
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

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

Pre bid meeting shall be scheduled Online. Same shall be communicated to the interested bidders post receipt of their Tender Fee.

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)

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

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/ Rejection

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

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

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

1.7 Qualification Criteria

The bidder should meet the following criteria:

- 1.7.1 The prospective Bidder(s) should be a registered Sole Proprietor Firm/ Partnership Firm/ Company and should possess the followings:

Valid EPF Registration Certificate.

Valid ESI Registration Certificate.

In case of non-availability of the above certificates with the bidder at the time of bid submission, bidder may submit the above within 20 days from the award of contract. Bidder is required to submit an undertaking with the bid document with respect to submission of these certificates within 20 days of award of Contract.

The Bidder should also possess valid:

Valid GST Registration Certificate.

Valid PAN No.

- 1.7.2 The Average Annual Turnover of the prospective bidder(s) during FY 17-18, FY 18-19 and FY19-20 should be equal to or more than Rs. 2 Crores.

Copy of audited P&L Account to be submitted in this regard.

- 1.7.3 The bidder should have experience of door to door collection / meter reading cum spot billing / Meter reading & bill distribution / Meter Reading in any distribution utilities during last 3 years and should be either of the following:

- a. Three similar completed works not less than the amount equal to 15 Lac
OR
- b. Two similar completed works not less than the amount equal to 20 Lac
OR
- c. One similar completed works not less than the amount equal to 30 Lac

Note- Above mentioned values / amount can be from any single category of experience or combination of any or all of the experience categories mentioned.

- 1.7.4 Bidder must have taken Meter Reading through use of Mobile/Hand Held Device (HHD) as well as Printing & spot delivery of bills to at least one Lac Consumers per month continuously for a period of at least one year.

- 1.7.5 The bidder shall have its own hardware like Android phone and Blue tooth printer required for carrying out the service

Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed Power Distribution Utility, having consumer base of more than 5 lakhs

- 1.7.6 Bidder should not be blacklisted by any Govt. Organization / utility. Bidder to give the self-certification for it.

- 1.7.7 Each bidder shall submit bid by himself only. A bidder in joint venture/ consortium shall not be allowed to participate in the Tender.

- 1.7.8 Sub-contracting shall not be allowed. Bidder must submit the undertaking along-with all documents as per GCC - Service.

Note: - The indenting bidder(s) shall furnish the documentary evidence pertaining to the above qualifying criteria or else their bid shall be rejected outright without any further correspondence.

1.8 Marketing Integrity

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

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

1.9 Supplier Confidentiality

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

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- Bidders has to mandatorily quote for all 06 Circles and each line item of the BOQ. Failing to do so, TPSODL may reject the bids.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost basis, on overall Total Price Quoted for 03 years (Price of Year 1 + Price of Year 2+ Price of Year 3), for each individual Circle as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPSODL however, reserves the right to split the order Circle wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- TPSODL will award maximum 2 circles to a single bidder. However, TPSODL shall reserve the right to decide the no. of Circles and allocation of the particular Circles to a respective BA while awarding the Contract
- Bidder shall mandatorily submit their capability to handle maximum quantum of Work during the contract tenure period.

NOTE: In case of a new bidder not registered, existing sites shall be visited by TPSODL officials for confirming overall performance of the BA. However, TPSODL reserves the right to carry out sites inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the sites visit evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPSODL shall be final and binding on the bidder in this regard.

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



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3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: “EMD” of Rs. 6,00,000/- (Rupees Six Lacs only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG/ Bankers Pay Order favoring ‘TP Southern Odisha Distribution Limited’, payable at Berhampur only. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of HOD-Procurement as addressed hereunder-

TP SOUTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power and Odisha Government Joint Venture)

Procurement Department
Call Center /Training Center, Duduma Colony,
Ambagada, Berhampur, Odisha-7610001

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

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.

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

Beneficiary Name – TP Southern Odisha Distribution Limited
Account No: 625901010050070
Type of Account: TPSODL Corporate Expenditure Account.
Name of the Bank: Union Bank of India, Kamapalli Branch, Berhampur.
IFSCode: UBIN0562599

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

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

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

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail. Price Bid is to be submitted in soft copy through TPSODL E-Tendering system (Ariba) only. Hard copy of Price Bid not be submitted.

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:

Contracts

Name: Mr. Sumit Kumar

Contact No: 8003383014

E-Mail ID: sumitkumar@tpsouthernodisha.com

HOD - Procurement

Name: Mr. Manoj Kumar Kharbanda

Contact No: 9971395197

E-Mail ID: manoj.kharbanda@tpsouthernodisha.com

Chief - Contracts & Stores:

Name: Mr. Subrata Dey

Contact No.: 9818603067

E-Mail ID: subrata.dey@tpsouthernodisha.com

3.3 Bid Prices

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

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

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

Or

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

3.9 Type Tests (if applicable)

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

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

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

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

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

4.3 Preliminary Examination of Bids/ Responsiveness

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

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

4.4 Techno Commercial Clarifications

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

4.5 Price Bid Opening

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

4.7 Reverse Auctions

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

5.0 Award Decision

TPSODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 4.3 above. The decision to place purchase order/LOI solely depends on TPSODL on the cost competitiveness across multiple lots, quality, delivery, and bidder's capacity, in addition to other factors that TPSODL may deem relevant.

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

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

6.0 Order of Preference/Contradiction:

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

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

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- The overall period of the contract shall be for a period of Three years. The contract shall however initially be placed for a period of one year only. TPSODL reserves the right to extend the contract on a year on year basis for a period of further maximum Two years as per the agreed (Pre-Finalized) rates and performance of the bidder.
- Contractor Safety Management System along with its amendments as issued time to time by TPSODL shall be applicable in this contract. All new amendments shall be effective from the date of their issue or from its date of intimation to the vendor by TPSODL whichever is later.
- Company shall reserve the right to change the number of Customers in 1 or 2 divisions / Circles (as the case may be) considered in the contract during the period with 1 month notice in advance
- TPSODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPSODL. The vendor shall fully cooperate with TPSODL in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between TPSODL and the vendor in such case.
- In case, a mutual consensus on the rates and other terms and conditions is not reached at between TPSODL and the vendor, TPSODL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by TPSODL to maintain uninterrupted work conditions at site.
- Performance Bank Guarantee amounting to 5% of the first year contract value shall be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month i.e. 49 months.
- TPSODL shall review the collection amount for the initial six months from the date of execution of contract and if the PBG amount is less than the average collection of 3 days then Business Associate(s) will be informed to furnish a Bank Guarantee of differential **amount and BA shall be liable to deposit the additional PBG within 7 days from the date of information by EIC.** This shall be valid for a period equivalent to contract validity plus claim period of one year plus one month one month. The said bank guarantee shall also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank Guarantee. TPSODL may revise the PBG for second year considering the average collection of 3 days for entire first year collection and if the overall PBG deposited is lesser than this amount the BA shall be **liable to deposit the additional PBG within 7 days from the date of information by EIC.**
- TPSODL shall review the Bank Guarantee in line with Cash collection from time to time and if it is found to be less than the three consecutive day's Cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.
- Insurance for physical Cash/Cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPSODL bills including

Cash/Cheque/DDs/Pay orders lying at other sites until Cash/Cheque/DDs/Pay orders are carried from TPSODL & deposit in the TPSODL nominated Bank. Any loss, including consequential loss, to TPSODL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPSODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPSODL without prejudice to its other rights as may be available to it under law

- BA shall deploy resources within 15 days from date of placement of Release Order.
- Bidders shall be required to establish and open its own office in all Division of the Circle for which the Contract is awarded. Bidder are required to submit an undertaking with the bid document with respect to opening of the same within 20 days of award of Contract.
- Unless communicated by TPSODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- TPSODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPSODL.
- All statutory compliances shall be ensured by BA
- All the terms and conditions of TPSODL GCC-Services shall be applicable.
- Qualification Matrix for BA Employees shall be as defined hereunder

Qualification Matrix for BA Employees (Mandatory)		
Manpower Type	Education	Experience
Project Head per Circle	Engineering Graduate	Minimum 10 year of relevant field experience and successfully completed one project of Reading, Billing & Collection
Manager	Engineering Degree or Diploma in Engineering and able to Read & Write English, Hindi & Odiya Language	Minimum 7 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer
Supervisor	Minimum Graduate or Diploma and able to Read & Write English, Hindi & Odiya Language	Minimum 5 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12th Standard Pass and able to Read & Write	Minimum 1 year of experience

	English, Hindi & Odiya Language	
For Manning Collection Counter (one counter will be manned by one person at a time)	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 2 year of experience with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience

7.2 Payment Terms

BA shall raise bill (s) **on monthly basis** to TPSODL as per the performance based criteria in SLA. All bills shall be submitted to concerned Engineer-In-Charge along with monthly report (MIS) as mentioned in SLA for certification of work and performance evaluation.

70% payment shall be released within 8 days from the date of submission of certified bills / invoices and rest 30% payment shall be released on verification of invoices and after deduction / withheld of amount which should be applicable.

Bills / invoices would be verified by TPSODL authorized person for payment after deducting amount for non- compliance as listed in Performance Measurement criteria.

7.3 Climate Change

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

7.4 Ethics

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

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

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: manoj.kharbanda@tpsouthernodisha.com & subrata.dey@tpsouthernodisha.com



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8.0 Specification and standards

As per Annexure - II

9.0 General Condition of Contract

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

10.0 Safety

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

[http:// www.tpsouthernodisha.com](http://www.tpsouthernodisha.com)

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

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

ANNEXURE I

Schedule of Items

Circle 1 - City Circle					
Meter Reading, Billing and Collection (MBC) Services					
Sr. No.	Item Detailed Description	Monthly Qty.	UOM	Unit Rate (Rs.) (Without tax)	All Inclusive Price (Rs.) for Ist Year (Without tax)
		A		B	C=A*B*12
1	SBM Consumers - Scheduled Spot Meter Reading, Billing and Bill Distribution for single phase meter including disconnection notice - per consumer	2,16,000	EA		
2	Non SBM Consumers - per consumer	-	-		
2a.	Scheduled Meter Reading of Non SBM Consumers	4,750	EA		
2b.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery with Acknowledgement (POD)	3,000	EA		
2c.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery without Acknowledgement	1,750	EA		
3	Special Meter Reading/Site Verification report	1,000	EA		
4	Special Bill distribution/Disconnection notice/any other notice/ letter distribution	-	-		
4a.	with Acknowledgement (POD)	4,000	EA		
4b.	without Acknowledgement	1,000	EA		
5	Door to Door payment Collection - per consumer	20,000	EA		

6	Operating Collection vehicle inclusive of all accessories, manpower etc. - per vehicle (Bolero or equivalent)	-	-		
6a.	Running of vehicle upto 2000 Kms per month	1	EA		
6b.	Running of vehicle \geq 2000 Kms & upto 2500 Kms per month	1	EA		
6c.	Running of vehicle \geq 2500 Kms & upto 3000 Kms per month	1	EA		
7	Manning Collection Counter	-	-		
7a.	For Single shift per day continuously for the month	8	EA		
7b.	For Double Shift per day continuously for the month	8	EA		
8	Kutir Jyoti or other Consumer - Spot bill and Collection of fixed amount (as per tariff), by same person in single visit.	1,000	EA		
Total All Inclusive value for First year (Year -1) in Rs. (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive (With GST/Tax)					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

Circle 2 - Berhampur Circle					
Meter Reading, Billing and Collection (MBC) Services					
Sr. No.	Item Detailed Description	Monthly Qty.	UOM	Unit Rate (Rs.) (Without tax)	All Inclusive Price (Rs.) for 1st Year (Without tax)
		A		B	C=A*B*12
1	SBM Consumers - Scheduled Spot Meter Reading, Billing and Bill Distribution for single phase meter including disconnection notice - per consumer	3,26,000	EA		
2	Non SBM Consumers - per consumer	-	-		
2a.	Scheduled Meter Reading of Non SBM Consumers	8,050	EA		
2b.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery with Acknowledgement (POD)	6,000	EA		
2c.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery without Acknowledgement	2,050	EA		
3	Special Meter Reading/Site Verification report	1,000	EA		
4	Special Bill distribution/Disconnection notice/any other notice/ letter distribution	-	-		
4a.	with Acknowledgement (POD)	4,000	EA		
4b.	without Acknowledgement	1,000	EA		
5	Door to Door payment Collection - per consumer	20,000	EA		
6	Operating Collection vehicle inclusive of all accessories, manpower etc. - per vehicle (Bolero or equivalent)	-	-		
6a.	Running of vehicle upto 2000 Kms per month	1	EA		
6b.	Running of vehicle \geq 2000 Kms & upto 2500 Kms per month	1	EA		
6c.	Running of vehicle \geq 2500 Kms & upto 3000 Kms per month	1	EA		

7	Manning Collection Counter	-	-		
7a.	For Single shift per day continuously for the month	10	EA		
7b.	For Double Shift per day continuously for the month	8	EA		
8	Kutir Jyoti or other Consumer - Spot bill and Collection of fixed amount (as per tariff), by same person in single visit.	4,000	EA		
Total All Inclusive value for First year (Year -1) in Rs. (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive (With GST/Tax)					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

Circle 3 - Bhanjanagar Circle					
Meter Reading, Billing and Collection (MBC) Services					
Sr. No.	Item Detailed Description	Monthly Qty.	UOM	Unit Rate (Rs.) (Without tax)	All Inclusive Price (Rs.) for 1st Year (Without tax)
		A		B	C=A*B*12
1	SBM Consumers - Scheduled Spot Meter Reading, Billing and Bill Distribution for single phase meter including disconnection notice - per consumer	4,25,000	EA		
2	Non SBM Consumers - per consumer	-	-		
2a.	Scheduled Meter Reading of Non SBM Consumers	8,700	EA		
2b.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery with Acknowledgement (POD)	6,000	EA		
2c.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery without Acknowledgement	2,700	EA		
3	Special Meter Reading/Site Verification report	1,000	EA		
4	Special Bill distribution/Disconnection notice/any other notice/ letter distribution	-	-		
4a.	with Acknowledgement (POD)	4,000	EA		
4b.	without Acknowledgement	1,000	EA		
5	Door to Door payment Collection - per consumer	3,50,000	EA		
6	Operating Collection vehicle inclusive of all accessories, manpower etc. - per vehicle (Bolero or equivalent)	-	EA		
6a.	Running of vehicle upto 2000 Kms per month	1	EA		
6b.	Running of vehicle \geq 2000 Kms & upto 2500 Kms per month	1	EA		
6c.	Running of vehicle \geq 2500 Kms & upto 3000 Kms per month	1	EA		

7	Manning Collection Counter	-	-		
7a.	For Single shift per day continuously for the month	4	EA		
7b.	For Double Shift per day continuously for the month	4	EA		
8	Kutir Jyoti or other Consumer - Spot bill and Collection of fixed amount (as per tariff), by same person in single visit.	76,000	EA		
Total All Inclusive value for First year (Year -1) in Rs. (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive (With GST/Tax)					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) -					
All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) -					
All Inclusive (without GST / tax)					

Circle 4 - Aska Circle					
Meter Reading, Billing and Collection (MBC) Services					
Sr. No.	Item Detailed Description	Monthly Qty.	UOM	Unit Rate (Rs.) (Without tax)	All Inclusive Price (Rs.) for 1st Year (Without tax)
		A		B	C=A*B*12
1	SBM Consumers - Scheduled Spot Meter Reading, Billing and Bill Distribution for single phase meter including disconnection notice - per consumer	2,45,000	EA		
2	Non SBM Consumers - per consumer	-	-		
2a.	Scheduled Meter Reading of Non SBM Consumers	5,100	EA		
2b.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery with Acknowledgement (POD)	4,100	EA		
2c.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery without Acknowledgement	1,000	EA		
3	Special Meter Reading/Site Verification report	1,000	EA		
4	Special Bill distribution/Disconnection notice/any other notice/ letter distribution	-	-		
4a.	with Acknowledgement (POD)	4,000	EA		
4b.	without Acknowledgement	1,000	EA		
5	Door to Door payment Collection - per consumer	2,42,000	EA		
6	Operating Collection vehicle inclusive of all accessories, manpower etc. - per vehicle (Bolero or equivalent)	-	EA		
6a.	Running of vehicle upto 2000 Kms per month	1	EA		
6b.	Running of vehicle \geq 2000 Kms & upto 2500 Kms per month	1	EA		
6c.	Running of vehicle \geq 2500 Kms & upto 3000 Kms per month	1	EA		

7	Manning Collection Counter	-	-		
7a.	For Single shift per day continuously for the month	5	EA		
7b.	For Double Shift per day continuously for the month	3	EA		
8	Kutir Jyoti or other Consumer - Spot bill and Collection of fixed amount (as per tariff), by same person in single visit.	3,500	EA		
Total All Inclusive value for First year (Year -1) in Rs. (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive (With GST/Tax)					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) -					
All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) -					
All Inclusive (without GST / tax)					

Circle 5 - Rayagada Circle					
Meter Reading, Billing and Collection (MBC) Services					
Sr. No.	Item Detailed Description	Monthly Qty.	UOM	Unit Rate (Rs.) (Without tax)	All Inclusive Price (Rs.) for 1st Year (Without tax)
		A		B	C=A*B*12
1	SBM Consumers - Scheduled Spot Meter Reading, Billing and Bill Distribution for single phase meter including disconnection notice - per consumer	3,85,000	EA		
2	Non SBM Consumers - per consumer	-	-		
2a.	Scheduled Meter Reading of Non SBM Consumers	7,100	EA		
2b.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery with Acknowledgement (POD)	5,100	EA		
2c.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery without Acknowledgement	2,000	EA		
3	Special Meter Reading/Site Verification report	1,000	EA		
4	Special Bill distribution/Disconnection notice/any other notice/ letter distribution	-	-		
4a.	with Acknowledgement (POD)	4,000	EA		
4b.	without Acknowledgement	1,000	EA		
5	Door to Door payment Collection - per consumer	3,00,000	EA		
6	Operating Collection vehicle inclusive of all accessories, manpower etc. - per vehicle (Bolero or equivalent)	-	EA		
6a.	Running of vehicle upto 2000 Kms per month	1	EA		
6b.	Running of vehicle \geq 2000 Kms & upto 2500 Kms per month	1	EA		
6c.	Running of vehicle \geq 2500 Kms & upto 3000 Kms per month	1	EA		

7	Manning Collection Counter	-	-		
7a.	For Single shift per day continuously for the month	18	EA		
7b.	For Double Shift per day continuously for the month	16	EA		
8	Kutir Jyoti or other Consumer - Spot bill and Collection of fixed amount (as per tariff), by same person in single visit.	56,000	EA		
Total All Inclusive value for First year (Year -1) in Rs. (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive (With GST/Tax)					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) -					
All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) -					
All Inclusive (without GST / tax)					

Circle 6 - Jeypore Circle					
Meter Reading, Billing and Collection (MBC) Services					
Sr. No.	Item Detailed Description	Monthly Qty.	UOM	Unit Rate (Rs.) (Without tax)	All Inclusive Price (Rs.) for 1st Year (Without tax)
		A		B	C=A*B*12
1	SBM Consumers - Scheduled Spot Meter Reading, Billing and Bill Distribution for single phase meter including disconnection notice - per consumer	7,31,000	EA		
2	Non SBM Consumers - per consumer	-	-		
2a.	Scheduled Meter Reading of Non SBM Consumers	17,600	EA		
2b.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery with Acknowledgement (POD)	15,000	EA		
2c.	Scheduled Bill distribution of Non SBM Consumers including disconnection/other notice delivery without Acknowledgement	2,600	EA		
3	Special Meter Reading/Site Verification report	2,000	EA		
4	Special Bill distribution/Disconnection notice/any other notice/ letter distribution	-	-		
4a.	with Acknowledgement (POD)	4,000	EA		
4b.	without Acknowledgement	1,000	EA		
5	Door to Door payment Collection - per consumer	6,00,000	EA		
6	Operating Collection vehicle inclusive of all accessories, manpower etc. - per vehicle (Bolero or equivalent)	-	EA		
6a.	Running of vehicle upto 2000 Kms per month	1	EA		
6b.	Running of vehicle \geq 2000 Kms & upto 2500 Kms per month	1	EA		
6c.	Running of vehicle \geq 2500 Kms & upto 3000 Kms per month	1	EA		

7	Manning Collection Counter	-	-		
7a.	For Single shift per day continuously for the month	5	EA		
7b.	For Double Shift per day continuously for the month	5	EA		
8	Kutir Jyoti or other Consumer - Spot bill and Collection of fixed amount (as per tariff), by same person in single visit.	1,37,000	EA		
Total All Inclusive value for First year (Year -1) in Rs. (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive (With GST/Tax)					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) -					
All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) -					
All Inclusive (without GST / tax)					



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NOTE:

- The overall period of the contract shall be for a period of Three years. The contract shall however initially be placed for a period of one year only. TPSODL reserves the right to extend the contract on a year to year basis for a period of further Two years as per the agreed (Pre-Finalized) rates and performance of the bidder. The bids will be evaluated commercially on the overall all inclusive lowest cost for each Circle for three years.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above in line with requirements mentioned in this document. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
- No cutting/ overwriting in the prices is permissible.

CONFIDENTIAL

Annexure II
Technical Specifications

Specifications for Android Device and Bluetooth Printer shall be as under :-

1. Android Device Minimum Configuration

- 64 GB MicroSD CARD Support
- 4G / 3G / GPRS Support
- 4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred more than 5" (mobile phone)
- OS Support: 7.1.2 to 11.0
- Internal Memory: Minimum 16GB storage and above 2 GB RAM (For Mobile)
- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are required
- Battery: Support of minimum 8+ hrs. of talk time

2. Technical Specification of Impact Printers

- Type 2" Impact Printer
- Make Analogic, Epson, Zebra, Amigos Or Softland
- Battery 2600 mAh rechargeable battery
- Interface USB, RS 232 and BT 4.2
- Speed 2.7 lines per second
- Printer Supports text and logo printing
- Operating Temperature 0°C to 55°C
- Paper Polished paper 57mm 60GSM and ERC-09
- Seamless Ribbons



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ANNEXURE III

Schedule of Deviations

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

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

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

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

Seal of the Bidder:

Signature:

Name:

ANNEXURE IV

Schedule of Commercial Specifications

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

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

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

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

Annexure VI**Acceptance Form for Participation In Reverse Auction Event*****(To be signed and stamped by the bidder)***

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

Signature & Seal of the Bidder

Annexure VII**SCOPE OF WORK & SLA****Meter Reading, Billing and Bill Distribution and Collection**

The correct meter reading and correct billing is the back bone for survival and growth of any Electricity Utility. This outsourcing of services is intended to ensure that, the meters are read in-time & correctly, the consumers are billed correctly and delivered with the bills properly for the energy consumed by them.

The Scope of work shall consist of three activities namely; Meter Reading, Spot billing and Bill Distribution at the premises of the consumers, to be carried out by the agencies on monthly/Bi-monthly basis, as per the approved Schedule. The entire job covers the following;

- a) Monthly/Bi-monthly meter Reading along with 100% clear meter reading photograph and Data punching by using GSM based Android mobile phones (provided with GPRS enabled SIM cards) with pre-loaded TPSODL billing soft-ware.
- b) Spot-Billing including disconnection notice on spot bill i.e. Bill generation, printing by hand held impact printers and Bill delivery at the premises of the consumers on monthly/Bi-monthly basis.
- c) There are around 50000 connections in TPSODL, which are not billed through spot billing mechanism, bidders may be asked to provide reading of all these three phase connections manually, bill distribution and bill collection as per the monthly schedule.
- d) Check meter reading and special Site verification need to be done as per sampling plan of 10% total monthly read consumers.
- e) The agency has to ensure that, billed data are uploaded at TPSODL server on-line basis every day and in case the billing-area is not covered within the network area of the service provider of SIM (GPRS enabled), the same shall be uploaded to the TPSODL's server soon after the meter reader enters into service coverage area.
- f) Business Associate(s) has to read meter reading as per their register group. Single Phase meters (where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading. All other meters are to be read for KWH consumption, KVAH Consumption, MDI (KVA/KW), TOD, PF etc.

- g) Marking/Pre-printed stickers indicating consumer Number is to be pasted on the consumer's meter, consumer premises and the meter box wherever necessary (One time) and collect mobile number of the consumers collected in the beginning.
- h) Business Associate(s) will bring clear & visible photographs for all meters read and especially exceptional cases like meter faulty, abnormal reading, disconnected or any other remark as defined by AUTHORISED PERSON. Quality check of Meter reading photographs to be performed as per the committed quantum of 10% total monthly read consumers.
- i) The business Associate(s) shall extend all reasonable support to TPSODL in a drive for recording any other statutory information required which TPSODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator #ON# or any other parameter required for meter reading and billing performance improvement.
- j) Any mobile App introduced later by the Utility to read the meter reading automatically has to be accepted by the agency.
- k) The Agency shall use GSM based Android Mobile Phones having specification as prescribed by the utility.
- l) The Agency shall use Impact printers for printing of bills only having specification as prescribed by the utility.
- m) Collection of mobile no. of all the LT Single phase consumers of the division is mandatory.
- n) In case of House Lock cases, the Meter Reader shall re-visit such premises and the monthly house lock percentage should be minimized.
- o) Business Associate(s) shall arrange meter reading through ladder where meter is installed at height. At least a ladder should be available on each location.
- p) Since the Meter Reading is conducted manually and depends on the quality of manpower employed, the meter readers shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the meter reading or causing any harassment to the Consumer of UTILITY.
- q) Business Associate(s) will organize training of manpower (All Types) once in a quarter (Three months). The training program and agenda will be prepared in collaboration with TPSODL and implemented in the presence of TPSODL representative. Failure of this will invoke penalty of 1% in the Business Associate(s) bill per billing cycle per training session missed. Training of all employees is a must
- r) **Business Associate(s) shall distribute Disconnection Notices / any other notice /paper etc. on separate sheet as advised by UTILITY from time to time along with the scheduled Spot meter reading schedule. Such distribution may be required with acknowledgement of consumer. Acknowledgement in the format specified by UTILITY shall be deposited with**

authorised persons within predefined timeline. In case of distribution of notices/other papers with scheduled meter readings, 10% cost (per consumer) in excess of final rates agreed for scheduled reading, will be paid to the agency as handling charges.

- s) **Business Associate(s) may require to bring Site verification Report (SVR), meter reading & related parameters and/or distribute Disconnection Notices / any other notice, for other than the normal meter reading schedule (to be called as Special Meter Reading case and/or Special Distribution case) from time to time as communicated by TPSODL, within 3 days or within the period specified. Business Associate to submit documents for all such requests from the utility, along with the monthly bill as proof of Special reading cases.**
- t) **Special Site verification Report: Cases requiring an exhaustive site report such as capturing of supply status, Meter details, premise type, Photo of meter, Reading & Site / any other information excluding scheduled reading, as per the prescribed format decided by Person nominated shall be covered under Special verification report. All the captured details to be uploaded by Business Associate(s) in TPSODL system as per designed process.**
- u) **Monthly R&R to be organised by Business Associates with necessary arrangements to motivate the Field staff.**
- v) **TPSODL UTILITY shall not be responsible, if the agency infringes the laws or statute of India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.**

The Agency shall be solely responsible for arranging the required Hard-ware and stationeries support such as Mobile with GPRS enabled GSM SIM, Mobile external memory chip, Printer, pre-printed Paper in Odia and English language etc. to be used for billing at their own cost. No other soft-ware except TPSODL's billing soft-ware shall be used by the Agency for Mobile Billing. All spare parts to be used for equipment will be genuine & sourced from authorised dealers. **TPSODL may ask to get some message/information/advertisement printed on the back of the paper roll for which additional cost on mutually agreed terms, will be paid by the TPSODL to the agency along with monthly bills.**

OPERATIONAL GUIDELINES:

1. Spot billing shall be done for all single-phase Domestic, General Purpose (GP), Specific Public Purpose (SPP), Kutir Jyoti (KJ), Allied Agriculture, Irrigation & Agriculture customers etc. The Spot billing Agency will optimize the overall process and ensure quality and time bound results. Bill generation and delivery of bills shall be carried out on the spot using GSM based Android phones (GPRS enabled SIM card) and impact printers.
2. The agency shall strictly follow the provisions of OERC Distribution Supply Code, 2019 in respect of billing.

3. **The agency shall start the billing as per pre-defined schedule and provided by the TPSODL on all days of the month excluding national holidays. TPSODL may change/ redefine the schedule of the billing as per requirement and intimate the same to the agency well in advance to prepare for the changes introduced. UTILITY's decision shall be final and binding on the Business Associate.**
4. The provisional bill shall not exceed one billing cycle. In this regard the agency shall make immediate communication to the Utility so as to enable the Utility to take action as per the provisions of Reg.97 (3)(B) of the OERC Supply Code, 2019.
5. The agency shall achieve consumer coverage of 100% over a period of initial 3 months. The penalty and incentive will be applicable from 4th month and onwards in case newly engaged agency only. The agency shall ensure progressive growth in actual reading based bills in every part of the assigned area of work.
6. The meter reading, image of meter, bill generation and bill distribution, shall be conducted sequentially as per existing route cycles, preferably as per distribution transformers (DTs). DT wise binders shall be prepared by the agency showing DT wise customer's identification and handed over to TPSODL for carrying out required change in the master data in the data base **within three billing cycles**. Distribution Transformer wise customers list shall be prepared and the existing cycles shall be redefined and updated information shall be maintained by TPSODL in future.
7. Business Associate(s) shall optimize route sequencing to get better productivity and shall keep UTILITY informed of such changes in system. Business Associate(s) shall provide to UTILITY finalized route sequence initially within 3 months and thereafter for new connections, after every cycle of reading and any changes thereto.
8. **The agency shall prepare the daily schedule of meter readings binder wise and allocate the same to the meter readers. This schedule of meter readings should be ensured 100% on daily basis. In case daily reading schedule is not completed for any of the binder, due to any unavoidable circumstances, same shall be completed next day without fail.**
9. **Monitoring and 100% adherence of daily schedules shall be ensured by agency by putting up required number of Supervisors for the areas allocated to them.**
10. **Reporting on performance of daily schedule to be submitted on daily basis to the authorised persons of TPSODL.**
11. **The agency shall ensure the updated/latest version of spot billing App prescribed by TPSODL in all the mobiles used by meter readers. On release of new versions of App, meter readers should download the latest version before proceeding for meter readings.**
12. The agency shall download the updated data on daily basis from the TPSODL server in the mobile phone for the purpose of billing.
13. The agency shall submit the meter readers ID along with photo to our IT centre well in advance for downloading the data from the server.
14. Photo Ids duly approved by the TPSODL will be issued to all the persons working with agencies and monthly updated list should be shared with TPSODL.

15. Before moving to site for meter readings, Mobiles shall have preloaded bender wise billing data. The meter reader shall enter current reading, MD & mobile no. of consumer wherever earlier not available. the instrument shall calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information record including KWH, Maximum Demand(MD) & Meter No in a bill format approved by TPSODL.
16. The meter readers engaged by the agency shall also note down the following incriminating points at site by using pre-defined codes in spot billing App.
 - Consumer not in the billing fold
 - Meters found missing or defective
 - Meter having different serial no. and make
 - Meters without seal, Seals tampered
 - Meters without Terminal covers
 - Meter not accessible (separate list to be provided)
 - Ghost consumer list (consumers are existing in the database but actually not in the field)
 - Binder number need to be changed (consumer number existing in one binder is required to be transferred to another binder)
 - Suspected by-passing and / or extension of power
 - Load to be enhanced
 - Category to be changed
 - Disconnected but availing power
 - Meter is running at site and defective in data base
 - Meter installed but Line not charged
 - Type of meter (Static / Electro-magnetic)
 - Status of service wire-whether peeled off or directly tapped etc.
 - Mechanical meter
 - Any other parameter as per Mobile App.
17. In case of any short coming noticed in the work i.e. taking wrong reading/status, the Spot Billing Agency will be penalized on this account. The complaint may come from the Consumer side or from TPSODL side. The quantum of penalty shall attain its finality only after due verification of the complained matter is carried out by the officials of the Distribution Division.
18. **Meter readers should ensure to capture 100% actual readings parameters with photo for all the consumers as per schedule. Cases where actual readings are not available due to reasons like Meter Defective or any other valid reasons pre-defined in App shall be properly captured with photos and daily reporting of such cases to be submitted to the authorised persons of TPSODL. Agency may generate the Average bill in such cases and follow up for rectification of issues with authorised officials.**
19. Care must be taken by the meter readers to keep the “House lock “cases to the minimum (tending to zero). The following sequence of activities shall be carried out in addressing the “House Lock” cases:

- a) In case of “House Lock” cases detected by the Meter reader in the 1st month, no bill shall be generated on the spot by the meter reader.
- b) Business Associate(s) will attempt all PL cases in odd hours/holiday/by appointment through phone to ensure that meter reading is obtained against these cases and PL cases are continuously reduced.
- c) During the 2nd visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly. In case the status remains as such i.e. house locked, provisional bill shall be generated by the meter reader by capturing photograph of door locked.
- d) Out of total cases still found under “House Lock” status, even after paying second visit by the meter reader, at least 50% premises of the consumers shall be checked by the supervisor of the agency, to verify the authenticity of the meter reader's report. A suitable MIS, in the said regard shall be submitted to the TPSODL Utility in every month.
- e) In the next month the meter reader shall try to take actual reading of all pending house lock cases detected in the previous month. If the house is again found locked then the meter reader shall serve notice to the consumer in prescribed format (by way pasting the notice on the premises) to remain present for meter reading on the date of his planned 2nd visit (during the month). During the 2nd visit of the meter reader if the house continues to remain under lock, the meter reader shall generate provisional billing by capturing photograph of the door locked. However, he shall submit the list of such consumers (premises remaining locked even after the issue of notice) to concerned authorised person through their supervisor for disconnection of power supply after inspection by supervisor. The supervisor shall deal the list of consumers for disconnection of power supply in House Lock cases.

Note: *No separate remuneration shall be paid to the agency for the 2nd visit and supervisor's visit as stated above which is deemed to be included in the quoted price (not envisaged in the price format).*

20. The bidder shall ensure regular and prompt uploading/downloading/push loading of meter reading data and image of the meter to the TPSODL billing system/server. TPSODL reserves the right to amend the meter reading schedule as and when required.
21. The Spot billing Agency shall maintain adequate data security so that no data of TPSODL can be changed or transferred to anybody without prior approval of TPSODL.
22. Billing Data uploading / downloading to TPSODL Utility system will be on on-line basis.
23. It shall be the responsibility of the agency to ensure 100% actual reading based bills through Mobile Phone App in every part of the assigned area. If the Average, Provisional cases due to House Lock or other reasons are found to be more than certain percentages then the penalty will be deducted as stated in Annexures.

24. In case of consumer billed on average basis, the supervisor of the agency shall verify (capture separate photo) minimum 33% of all such consumers in a month and shall submit report to concerned SDO on monthly basis.
25. Spot billing should maintain all the requisite resources in terms of manpower, Hard-ware and consumable etc. at different places (Sub-division level).
26. The agency can deploy one meter reader for every 1700 consumer. In addition to the above said meter readers, the agency has to keep minimum 5% of the number of meter readers as leave reserve and another minimum 5% as Supervisors to oversee the meter reading and related works. The agency may accordingly organise and deploy requisite man power on this account.
27. The persons to be deputed for meter reading/billing should not be less than 18 years of age.
28. The meter readers and in- charges, supervisors should understand and speak in local language (Odia) and in addition to it, they should possess working knowledge in understanding the languages of English & Hindi for interacting with the customers and officials of TPSODL.
29. The deputed personnel should be polite with customers and should be able to address customer grievances about the bills issued.
30. It will be mandatory for employees of Spot billing Agency to display the Identity Card issued by the Competent Authority of the Agency.
31. The Meter readers shall be rotated in every 6 months in consultation with TPSODL or in between, if advised by TPSODL.
32. In case, any of the meter reader is found in indulging any wrong doings, he/she shall be black listed on the advice of the authorised persons.
33. TPSODL will carry out independent checks, as and when required.
34. Sufficient no. of coordinators will have to be employed by Spot billing agency to ensure smooth working and coordination with different TPSODL offices.
35. Besides meter reading work, TPSODL may ask the agency to provide some additional services related to the consumer service. All such services will be separately paid on mutually agreed rates.
36. **The agency who are finally selected through tender process may have to employ the existing WSHG operating in the above area in billing activity who already executed agreement with TPSODL or interested SHG willing to execute agreement with above operational guidelines. The existing and upcoming SHG who will be engaged will be paid not less the rate fixed by Govt. for every successful billing per consumer. The agency may harmoniously employ the SHG and meter readers to maximise billing.**

BASE PRICE OF BILLING:

- i. The Price shall be quoted Circle wise per effective bill (bill raised on actual reading) Per Consumer per month. Agency can take into effect of distances to be covered due to huge geographical area under each circle. If required agencies can quote different

prices for each division falling under each division but cumulative amount will be considered for evaluation.

- ii. For Ghost consumers (consumers available in billing data but not available at site), no payment will be made. It is the responsibility of the Agency to submit the list of ghost consumers each month to the concerned Authorised persons of TPSODL for their verification and declaration.
- iii. **Distribution of Disconnection Notices / any other notice/paper with scheduled meter reading will be paid as defined in Scope of work.**
- iv. **Special Meter Reading case or Special Distribution case (Unscheduled) will be paid as already defined in Scope of Work.**
- v. The prices quoted should be FIRM and inclusive of stationary, hard-ware and all other charges incurred for serving web-based reading and billing of consumers. GST as applicable from time to time will be paid extra.
- vi. Business Associate(s) shall be paid meter reading charge for each correct meter reading brought in the Area.

PENALTY

Following are the penalties for deficiencies in meter-reading, spot billing and bill-distribution for all live consumers:

1. Consumers not billed:

S. No.	Percentage of total consumers billed	Deductions
1.	Above 95%	NIL
2.	Between 85% to 94.9%	10% of the quoted price per consumer per billing cycle for shortfall in billing beyond 85% and up to 95% of live consumers.
3.	Between 75% to 84.9%	15% of the quoted price per consumer per billing cycle for shortfall in billing beyond 75% and up to 85% of live consumers.
4.	Between 65% to 74.9%	20% of the quoted price per consumer per billing cycle for shortfall in billing beyond 65% and up to 75% of live consumers.
5.	Below 65%	Notice for Termination may be issued along with penalty of 20% of the quoted price per consumer per billing cycle for shortfall in billing

		between 65% to actual.
6.	If the billing remains below 65% continuously for three consecutive months.	The contract will be automatically terminated along with penalty of 20% of the quoted price per consumer per billing cycle between 65% to actual.

2. Consumers billed on Provisional basis

If the Provisional cases are found under a particular Division above certain percentages, then the following penalties will be deducted.

S. No.	Percentage of total consumers billed on Average basis	Deductions
1.	Up to 5%	NIL
2.	Greater than 5%	Claim amount for the Spot billing consumers billed over and above 05% of the billed consumers shall not be paid.
3.	Greater than 10%	Claim amount of total consumer billed on such remarks shall be deducted while making payment to the agency

3. Other Penalties

Other Penalties	
Wrong reading penalty	₹ 100 per case
Wrong Remark/Fake Remark/Remark Conversion	₹. 100 per case
Late Submission of data	5% of the invoices value of the binder late submitted per day or Rs. 100/day/binder whichever is higher (Subject to cap of 15% of total invoice amount per month)
Late submission/ non submission of special reading/ site verification beyond scheduled time:	₹ 50/Case
Amount embezzled and bribe taken by any of the employee or Involvement in unethical misconduct.	Immediate Termination & Blacklisting of the employee for all TPSODL works and Penalty of four times of the amount embezzled/bribe taken to the agency.
Where embezzlement and bribe taken is more than ₹. 10000/-	In addition to termination & Blacklisting of employee, Police action against the employee has to be taken by the Agency under intimation to TPSODL.
In case embezzlement and bribe instances exceed more than 5 in one financial year .	Agency may be black listed immediately.

- i. Maximum penalty under all clauses above shall be limited to 30% of monthly billing charges (i.e. Total No of Live consumers*Price agreed for billing per consumer per month).
- ii. All penalties would be deducted from the monthly-bill payment made to the Agency. In case of payment has been made against the monthly bill and subsequently detected wrong billing then the penalty shall be deducted in the current monthly bill.
- iii. The Executive Engineer of the concerned Divisional Office is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved, then it can approach the Head Office TPSODL for adjudication.

INCENTIVE:

The Billing Agency shall be entitled to get incentive based on the performance on the following Key Indicators:

1. Consumer billed	
Condition	Incentive
Above 95% on actual reading basis	10% of the quoted price per consumer per billing cycle billed beyond 95%.
2. Other Incentives	
Extra Connections: Reporting Extra Live connections not in UTILITY billing system, presently or disconnected / Removed in UTILITY billing system, not given in downloaded data	Rs. 100/- case to Business Associate(s) Rs. 200/Case to specific meter reader through Business Associate(s)
Reporting of un-ethical activity by meter reader - exhibiting good ethical conduct	Rs 300/- Incident post approval of Authorised official
Booked DT/DAE/Misuse Cases on Agency inputs	Rs. 100/- case to Business Associate(s). Rs. 200/- Case to specific meter reader through Business Associate(s).

SCOPE OF WORK & SLA

Revenue collection through Door to Door Payment Module

The scope of work consists of Door to door Collection at the premises of the single phase consumers only, through the outsourced Business Associate(s). The Door to Door Collection through Mobile based android phone App, is to be carried out on monthly/Bi-monthly basis as per the schedule given to the Business Associate(s) by TPSODL.

The scope of work includes the following:

- 1) The agency will be allowed to collect revenue both current & arrear electricity dues from all LT single phase consumers.
- 2) Door to door Collection shall be conducted sequentially in optimized routes as per defined route cycles.
- 3) Android based Phone shall have preloaded App provided by the TPSODL and daily billing data should be downloaded for the areas allocated to the collector. Collector shall capture the details & other related information as per TPSODL authorized format.
- 4) **Agency require to deploy sufficient separate manpower for door to door collection for whole month. This manpower shall exclusively be used for collection and recovery purpose only and can't be used for any other work allocated to the agency under this contract.**
- 5) **In case of Kutir Jyoti Domestic consumers (≤ 30 units/month) where fixed monthly charge as per Tariff order are charged and/or any other consumer segment specifically mentioned/provided, and flagged separately in the Spot Billing App and collection App, TPSODL may ask agency to issue/distribute bill and collect the amount of bill, by the same person at the time of issuance of bill (single visit). Separate rates required to be quoted by the agency for such segment of consumers.**
- 6) The Collector should accept bill payments through Cash only.
- 7) In future, Payment acceptance through Cheque /DD and credit card/debit card or any other mode like Aadhar Enabled Payment System (AEPS), scanning of QR Code etc. which may be communicated by TPSODL on mutually agreed terms, shall be adhered and agency require to install additional hardware for the same, if any.
- 8) **Business Associate(s) should ensure a sufficient inventory of paper rolls/prINTER cartridge, all the time. Unavailability/shortage of these items will attract a penalty. TPSODL may ask to get some message/information/advertisement printed on the back of the paper roll for which additional cost on mutually agreed terms, will be paid by the TPSODL to the agency along with monthly bills.**
- 9) Well-qualified, trained and dedicated support person should always be available at defined TPSODL premise to address issues related to operations.
- 10) There should be one skilled supervisor for every 20-25 Collectors.

- 11) The agency has to ensure that collection data are uploaded at TPSODL server on-line basis every day and in case area is not covered within the network area of the service provider of SIM (GPRS enabled), the same shall be uploaded to the TPSODL's server soon after the Collectors enters into service coverage area.
- 12) The agency is required to take a consolidated insurance policy for cash in transit & cash in safe with any IRDA certified general insurance company for an amount equivalent to average monthly collection of the designated area of your operation.
- 13) Business Associate shall maintain and bear the expense of all required insurance coverage in relation to the Cash collected and other service provided.
- 14) Maintain a detail of transaction volumes within its System for at least 3 month or till reconciliation is done.
- 15) Co-ordinate for the testing, installation of application of Bill collection module.
- 16) Provide additional support services that are agreed in writing with TPSODL from time to time. These services shall be reflected in the agreement which will be signed off by both the parties.
- 17) Business Associate(s) will ensure that there should be minimal wrong entries/punching errors by Collectors resulting in manual processing of correction entries by TPSODL leading to consumer dissatisfaction and loss of man-hours. Same will attract penalty as defined in annexure.
- 18) If any complaint is received in regard to the services offered, it shall be forwarded by TPSODL and Business Associate(s) shall assist TPSODL in resolution of the same within 3 days.
- 19) Business Associate(s) will provide proper training to the Collectors for Cash, Cheque, DD, and credit/debit card handling related operations as well as soft skill training for customer handling.
- 20) Monthly scorecard pre-approved by TPSODL, of each retailer should be maintained by Business Associates and shared with TPSODL on monthly basis.
- 21) In case of any short coming noticed in the work, the Door to Door Collection Business Associate(s) will be penalized on this account on receipt of the complaint from the customer or TPSODL's staff after due verification by the Engineer whose decision shall be final.
- 22) It is the responsibility of the Cash collection Business Associate(s) to make the data available at each division for data updating into the Cash collection application on time.
- 23) It is the responsibility of the Cash collection Business Associate(s) to generate all exception reports (as desired by TPSODL) and inform the concerned authority for necessary action.
- 24) It is the responsibility of the Cash collection Business Associate(s) to submit the cheques & Demand draft into Bank account of the TPSODL and any loss incurred in transit has to borne with the Business associates.
- 25) It is the responsibility of the Cash collection Business Associate(s) in case cheques collected bounces back and same shall be returned to party.
- 26) The Door to Door Collection Business Associate(s) shall maintain adequate data security so that no data of TPSODL can be changed or transferred to anybody without prior approval of TPSODL.
- 27) Data uploading / downloading to TPSODL system will be on daily basis unless otherwise mutually agreed.

- 28) Business Associate(s) must ensure all legal and statutory compliance. Any documents for legal & statutory requirement of TPSODL shall be furnished within stipulated time lines without fail.
- 29) The agency who are finally selected through tender process may have to employ the existing WSHG (Women Self-help group) nominated by the Govt. and operating in the area allocated for collection activity. Few WSHG already executed agreement with TPSODL or interested to execute agreement with above operational guidelines. The existing and upcoming SHG engaged will be paid not less the rate fixed by Govt. for every successful collection receipt per consumer. The agency may harmoniously employ the SHG and Collectors to cover 100% consumers and collection.
- 30) The WSHG engaged by you shall be deemed always as your consortium and TPSODL is not concerned with your engagement conditions and the remuneration. You should obtain an undertaking from every WSHG that they will not claim any benefits from TPSODL utility at any time and furnish the same to TPSODL authorised persons.
- 31) The collectors should try to clear all doubts of the consumer on the spot, such as details about current bill, arrear, rebate etc, if asked by the consumer.
- 32) Agency shall ensure that, the collectors engaged by you shall have not involved in any criminal activities and no case is pending against him and shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer. A declaration to this effect that the retailers engaged bears good moral character.
- 33) During the course of the engagement, TPSODL Utility is not liable for any injuries/mishaps occurring to yours collectors during collection. TPSODL Utility would not be paying any compensation in such a case.
- 34) Your collectors shall be advised to collect the mobile number from the consumers at the time of their electricity bill payment and feed them in the appropriate field of the Collection App system loaded in their mobile to send SMS for payment acknowledgement to the concerned consumer.
- 35) In case, any of the collector is found indulging in any wrong doings, he/she shall be black listed on the advice of the authorised persons of TPSODL.
- 36) Agency can't transfer or entrust the right of Door to Door Collection activities to any other person for revenue collection from the assigned area.
- 37) The area of persons to be deputed for Collection shall be rotated every 6 monthly in consultation with TPSODL, or in between, if advised.
- 38) TPSODL would not consider cases of "Address Not Traceable" as a valid excuse for missing Collection. Unless, the Business Associate(s) is able to establish its case before the concerned authorised staff, penalties would be imposed accordingly.
- 39) In case, the Business Associate(s) desires to discontinue the work from its end, three months advance notice shall be served.
- 40) Monthly R&R to be organised by Business Associates with necessary arrangements to motivate the Field staff.

- 41) TPSODL, based on its future roadmap and requirement, may propose to agency to use PC Based terminals in mobile collection vehicle (Bolero or equivalent) for Bill payments. With the help of mobile counters, a large number of customers will be able to pay their bills. Agency need to provide the complete solution for mobile collection including vehicle, Driver, cashier, guard/helper. Vehicle will operated 12 hrs per day & 7 days a week. Number of collection vehicles may be increased or decreased on requirement basis and agency need to adhere the requirements as and when communicated.
- 42) Agencies will also require to operate the collection counters at the locations prescribed by the TPSODL from time to time, in their assigned areas. All the basic amenities will be provided by the TPSODL. It may be based on Single or double shift as prescribed by TPSODL. Number of collection counters may be increased or decreased on requirement basis and agency need to adhere the requirements as and when communicated.

OPERATIONAL GUIDELINES:

1. Business Associate(s) is the Dealer of TPSODL Utility for collection of revenue through TPSODL Utility on-line web based Collection App/Module.
2. The agency shall achieve 100% consumer coverage over a period of initial 3 months. The penalty and incentive will be applicable from 4th month and onwards in case of newly engaged agency only. The agency shall ensure progressive growth in collection receipts in every part of the assigned area of work.
3. **The agency shall start the collection as per schedule decided and provided by the TPSODL on all days of the month excluding national holidays. TPSODL may change the schedule of the collection as per requirement and intimate the same to the agency well in advance to prepare for the changes introduced.**
4. Business Associate(s) will be allotted a User ID & Password for online operations.
5. Business Associate(s) are authorized to appoint sufficient number of Collectors under dealer ID within your designated operational area. There should be a proper backup of Collectors so as to manage the situation in cases of any absence due to shortage, absence, strike etc.
6. **The agency shall prepare the daily schedule of Door to Door collection for binder wise billing done, near the due dates and allocate the same to the Collectors. Details of meter reading schedule and expected due dates will be shared in the beginning of the month by TPSODL through Meter reading agencies. Close co-ordination with meter reading supervisors to be ensured and any change in schedule shall be duly complied by the collection dealer.**
7. **This schedule of Collection should be ensured 100% on daily basis. In case daily schedule is not completed for any of the binder, due to any unavoidable circumstances, same shall be completed next day without fail.**
8. **Monitoring and 100% adherence of daily schedules shall be ensured by agency by putting up required number of Supervisors for the areas allocated to them.**
9. **Reporting on performance of schedule to be submitted on daily basis to the authorised persons of TPSODL.**
10. **Collection agent should ensure to cover 100% consumers for collection as per schedule. Cases where collection was not done due to reasons like Premises Locked, consumer refusal, billing/other disputes, wrong readings or any other valid reasons pre-defined in**

App shall be properly captured and daily reporting of such cases to be submitted to the authorised persons of TPSODL.

- 11. The agency shall ensure the updated/latest version of Collection App prescribed by TPSODL in all the mobiles used by Collectors. On release of new versions of App, Collectors should download the latest version before proceeding for collection.**
12. The agency shall download the updated data on daily basis from the TPSODL server in the mobile phone for the purpose of collection.
13. You will be allowed to issue maximum two receipts to a single consumer during a month, provided the second money receipt is for arrear collection only.
14. The agency shall submit the ID along with photo to our IT centre well in advance for downloading the data from the server for all the field and supervisory staff.
15. Photo Ids duly approved by the TPSODL will be issued to all the persons working with agencies and monthly updated list should be shared with TPSODL.
16. In case of any short coming noticed in the work i.e. issuing lesser amount of payment receipts or any other wrong doing, Agency will be penalized on this account to the tune of loss sustained by TPSODL. The complaint may come from the Consumer side or from TPSODL side. The quantum of penalty shall attain its finality only after due verification of the complained matter is carried out by the Engineer-In-Charge of the Distribution Division.
17. The Business Associate(s) has to operate on Pre-paid mode of collection. The Business Associate(s) has to deposit the top up amount in advance and the agency shall be permitted for collection only of the limit of top up amount. In case of exigency or where there is no mobile coverage, manual mode of collection shall be permitted with appropriate security deposit. In such case BA shall produce the evidence of having deposited of the collected money within T+2 days in the designated bank account regularly otherwise this may leads to cancellation of the agreement
18. **INITIAL DEPOSIT:** Business Associate(s) are required to make initial deposit of 5% of the Avg monthly billing amount or ₹ 10 lakh, whichever is higher for the areas (each division) allocated for Door to Door Collection. Business Associate(s) may also deposit later any additional amount if required to enhance the initial deposit with specific bank account with an intimation to TPSODL office. Initial deposit will be reviewed every financial year beginning and communicated to the agency in case of any increase/decrease in the amount required.
19. Details of Bank Account for initial Deposit will be provided by TPSODL from time to time.
20. Agency allocate the above amount among Collectors engaged for collection of revenue through Door to Door collection module.
21. The above amount shall be kept with TPSODL Utility as a refundable non-interest bearing deposit. Against the said amount you will be provided wallet balance 100% of the deposit, which in turn you will allocate among your Collectors.
22. Agency required to open a current bank account in any schedule bank / nationalized bank in the name & style "Name of your Agency Collection Account". This account shall only be utilized for deposit & transfer of TPSODL Utility revenue collected through Door to Door collection Module only. You cannot operate the above account for any other purpose. The deposit of amount to the said account is in currency notes & through transfers and remittance there from the above current account to the designated bank account of TPSODL Utility is through NEFT/RTGS/Online only. All revenue collection deposited in this bank



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account shall be transferred to specific bank account of TPSODL Utility as provided from time to time.

23. The NEFT / RTGS and cash transaction charges of your bank if any shall be reimbursed by TPSODL Utility on submission of copy of Bank statement.
24. You will be allowed to collect revenue from all LT single phase non-govt. consumers and all revenue collection made by your Collectors shall be deposited on the same or next day to the bank account.
25. You will be allowed to issue maximum two receipts to a single consumer during a month, provided the second money receipt is for arrears collection only.
26. You will not issue any other money receipt to the consumers other than web-based on-line money receipt.
27. You have to remit the utilized amount of your wallet on collection of the electricity charges from the consumers to the designated bank account i.e. (Administrator, TPSODL Utility DOOR TO DOOR COLLECTION A/c, and Account No., Branch, IFSC-) of TPSODL Utility from your current bank account. Entire revenue collection shall be deposited with the designated bank account of TPSODL Utility prior to submission of DOOR TO DOOR COLLECTION GST Invoice. All revenue collection shall be deposited positively within same day or next date of collection. Details of Bank account will be provided at the time of issuance of order.
28. You will be provided with the wallet top-up recharge immediately after verification of receipt of amount with the TPSODL Utility designated Bank account.
29. In the event there is any variation in the sum total of the amount collected by your Collectors and amount transferred to our account, no wallet top-up shall be allowed till the differential amount is deposited. (You cannot claim to top-up whatever amount deposited since the adjustment with the consumer ledgers cannot be done in that manner.)
30. In the event of any transit loss including consequential loss, to TPSODL due to theft/fire/burglary or any other untoward incidence etc., agency required to deposit the amount with TPSODL Utility within 3 days as per the principle mentioned above, failing to deposit, the equivalent amount shall be reduced from your Security Deposit by TPSODL without prejudice to its other rights as may be available to it under law. However, agency may lodge FIR and raise claim to the Insurance Company for your loss amount.
31. Security and Key control of the Collectors and its assets remains the responsibility of Business Associate(s).
32. If any irregularities noticed, TPSODL Utility reserves the right to take legal action / terminate the contract without assigning any reason thereto.

N.B: TPSODL Utility shall not be responsible, if the party infringes the laws or statute of India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.

The Business Associate(s) has to procure android phones and Bluetooth printer along with stationery for bill / receipt printing as per requirement of TPSODL. The minimum specification of Phones will be provided under the heading of Android Device Minimum Configuration.

Revenue Recovery

Agency involved in Door to Door to collection is also required to ensure the recovery of Dues from consumers where Disconnection Notices has been issued by the TPSODL. As per process, where consumers are not making regular payments of the bills, disconnection notice (DN) is issued with 15 days' time to make the payment. If consumer does not make payment even after issuance of DN within the timelines, Disconnection Order (DO) is issued. Revenue Recovery Agency appointed shall be responsible for working on Defaulting consumers.

SCOPE OF WORK and OPERATIONAL GUIDELINES:

The Scope of work shall consist of three activities namely; Collection of Cash / Cheque / Demand Draft/ Digital Modes from Defaulting Consumers, Forwarding cases for Disconnection and Surveillance Activity for all type of consumer segments across TPSODL area for the cases allocated and provided to the Agency. The entire job covers the following:

- 1) When Recovery Agency's officials visits Defaulting Consumers premises, they can collect the outstanding dues from Consumers.
- 2) In case consumer does not pays the Dues, case to be forwarded for Effective Disconnection to the authorised persons of TPSODL be ensured. In Effective Disconnection, service cable of the defaulting consumer shall be cut in such a way that restoration of supply through the same cable shall not be possible.
- 3) Surveillance of all the disconnected cases to be ensured routinely after effective disconnection and reporting of case for illegal restoration of supply, Direct Theft, Supply taken from other sources (along with details of connection supplying electricity), to be submitted to the TPSODL Authorised officials on weekly basis.
- 4) The prioritization for recovery cases shall be done as per the advice of the TPSODL Authorised Officials.
- 5) 100% recovery to be ensured in all the cases allocated to the agency.
- 6) Marking/Pasting of sticker (as provided by the TPSODL) may be done in case of non-payment cases which are to be disconnected.
- 7) Agency is also required to note down the meter reading and other parameters required for generation of bills like MD etc., while visiting the consumer premise for recovery of dues and submit the same to TPSODL.
- 8) Recovery effort shall be supported with the photographs of the premise. Map indicating the portion of premises to which electricity was being supplied should be provided in all cases. Also the landmark for reaching the premises to be given.

- 9) Telephone no. and other contact details have to be captured from site visit and reported to TPSODL.
- 10) Pole numbers to be captured against disconnection cases.
- 11) The bidder shall provide the feedback to the concerned officials within 20 calendar days of the receipt of the case failing which TPSODL have every right to levy penalty.
- 12) Agency require to deploy sufficient separate manpower for Recovery activities against cases allocated for whole month. This manpower shall exclusively be used for recovery purpose only and can't be used for any other work allocated to the agency under this contract.**
- 13) Agency shall ensure that adequate resources (Supervisor, collector and Helper) are deployed as required to carry out tasks defined in the scope of work. Persons engaged should have qualifications as per Contractor safety Management System.
- 14) Agency should keep at-least two separate teams at each section level which includes Supervisor, Collector and helper in each team.**
- 15) All the transport/lifting facilities at site shall be arranged by bidder at no extra cost to TPSODL.
- 16) Where AGENCY has to depute a vehicle for staff and equipment to move from one location to another, Technical Officer shall ensure that Vehicles complies with all requirements as per the Motor Vehicles Act 1988 and are in good and safe state of working.
- 17) AGENCY shall deploy adequate human resources, plant and machinery, tools and tackles as required for carrying out the work. TPSODL shall have the right to seek credentials of the personnel as also their qualification details. In cases where a particular personnel deployed by AGENCY is not acceptable, AGENCY shall arrange for removal within 24 hours. AGENCY personnel whose replacement has been sought by TPSODL shall not be deployed elsewhere by AGENCY.
- 18) The Quality Check to be done by concerned Authorised officials of TPSODL of around 2% of the cases reported to be not recovered and in case wrong reporting is found like reported as site/meter not traceable etc. Penalty will be applicable only for those cases where actual QC is carried out by TPSODL and not for balance or untested cases.
- 19) In case of any discrepancy is found/reported in the work performed, bidder will rectify the same at his cost immediately, failing which, TPSODL reserves the right to get it done at bidders cost and recover damages from him.
- 20) Agency shall maintain the record of Duplicate DN Issued to them along with reasons for issue of duplicate case in case issue of duplicate DN is attributed to AGENCY's negligence.
- 21) In case of change of AGENCY / Termination of AGENCY, AGENCY shall handover all the pending cases to the new vendor in presence of Authorised officials with proper receipt from the new vendor. Settlement of account of AGENCY shall be done only after 3 months from the date of termination / change of AGENCY to safeguard interest of company and consumers for any misdeeds of AGENCY noticed post termination / change for the work done till termination / change.

- 22) Agency undertake to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of those of your employment or to any other person whomsoever, during the contract.
- 23) Agency shall also pay the taxes or dues payable to the Govt. or any other local authority in connection with all the works provided for in this contract and for all the materials brought on the site and/or used for this work and shall indemnify TPSODL and hold them harmless against any liability on account of any such levies charges or taxes.
- 24) Bidder shall deploy adequate labour considered necessary by TPSODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the Authorised official beyond normal working hours or on Sundays and Holidays.
- 25) TPSODL has a right to instruct you to change your workers in case the workmanship or speed of work is not satisfactory. No work shall be sub-contracted.
- 26) Daily report should be submitted of the work executed on previous day to the TPSODL Authorised officials.
- 27) Agency officials should understand and speak in local language (Odia) and in addition to it, they should possess working knowledge in understanding the languages of English & Hindi for interacting with the customers and officials of TPSODL.
- 28) Monthly R&R to be organised by Business Associates with necessary arrangements to motivate the Field staff.
- 29) TPSODL UTILITY shall not be responsible, if the Agency infringes the laws or statute of India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.
- 30) Similar process as defined in Door to Door Collection Model is to be adopted for accepting payments/collection of Dues against DNs (pre-paid model)**

AGENCY PRICE

A. BASE PRICE OF COLLECTION and Recovery

The Price shall be quoted circle wise per effective consumer collected per month. Agency can take into effect of distances to be covered due to huge geographical area under each division and is free to quote different prices for each division falling under each of the division but cumulative amount will be considered for evaluation. The price quoted should be FIRM and inclusive of stationary, hardware and all other charges incurred for serving web-based money receipt to consumers. GST as applicable from time to time will be paid extra.

A. INCENTIVE:

The Collection cum Recovery Agency shall be entitled to get incentive based on the performance on the following Key Indicators:

Incentive Instances	
Percentage of consumer coverage (receipts)	Incentive amount
Above 80% to 90% of Consumer coverage.	10% of the quoted price per consumer, per billing cycle for coverage above 80% to 90%.
Above 90% to 100% of Consumer coverage.	20% of the quoted price per consumer per billing cycle for coverage above 90% to 100%.
Surveillance cases reported and booked for illegal restoration of supply, Direct Theft, Supply taken from other sources.	Rs. 100 / case to Business Associate(s). Rs. 200/Case to specific agent through Business Associate(s).

Percentage for door to door collection coverage will be calculated on the number of consumer required to be covered per billing cycle (i.e., Money Receipt/Total consumer billed) excluding consumers paid on collection counters, online modes and covered by TPSODL by other means, if any.)

B. COMMISSION ON RECOVERY OF ARREARS AGAINST THE DNs

Following commissions will be allowed for recovery activities in addition to the Price agreed upon the Door to Door receipts:

1. Collection of Dues (Arrears) against DNs	
Arrears Period	Commission on the amount collected
Arrears prior to 31.03.2020	3%
Arrears of between 01.04.2020 to 31.12.2020	1%
Arrears of on and after 01.01.2021	Nil

The Commission/incentive will be calculated as per MIS of TPSODL and excluding Electricity Duty (ED) only.

C. PENALTY:

Following are the penalties for consumer coverage i.e., Money Receipt/Total consumer billed subject to condition one money receipt per consumer with consumer billed. **Cases where collection was not done due to reasons like Premises Locked, consumer refusal, billing/other disputes, wrong readings or any other valid reasons pre-defined in App shall be properly captured and may be excluded from the consumer coverage cases, if Authorised person approves the same.**

Percentage for door to door collection coverage will be calculated on the number of consumer required to be covered per billing cycle excluding consumers paid on collection counters, online modes and covered by TPSODL by other means, if any.

Percentage of consumer coverage	Penalty
80% and above	Nil
Less than 80% up to 60%	10% on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 60% and up to 80% of total consumers billed.
Less than 60% up to 50%	15 % on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 50% and up to 60% of total consumers billed.
Below 50% limit	20% on total Quoted Price per consumer per billing cycle for shortfall in coverage below 50% to actual consumer consumers billed.
Wrong entry/punching error by Collector	Rs 100/- per case

D. OTHER PENALTY

Following are the penalties for deficiencies are applicable to Recovery Agency:

Condition	Penalty
If the bidder fails to report any particular DN within 20 days' time.	Penalty at the rate Rs. 100/- per day will be levied.
Any unethical activity like wrong reporting is found in Quality Check cases done by concerned Authorised officials	Penalty of Rs 1000/- per instance would be levied post approval of Authorised official.
Amount embezzled and bribe taken by any of the employee.	Immediate Termination & Blacklisting of the employee for all TPSODL works and Penalty of four times of the amount embezzled/bribe to the agency.
Where embezzlement and bribe taken is more than Rs. 10000/-	In addition to termination & Blacklisting of employee, Police action against the employee has to be taken by the Agency under intimation to TPSODL.
In case embezzlement and bribe instances	Agency may be black listed immediately.

exceed more than 5 in one financial year .	
--------------------------------------------	--

- I. Penalty would be levied only on advice of concerned official in Charge. However, while verifying bills concerned official in Charge should give clear remarks for not imposing LD.
- II. No penalty shall be applicable against clause of no-action on DN within 20days time, if execution rate is 80% or above. In case the execution rate is less than 80% of the cases allocated during a month (cases allocated up to 25th of each month to be considered), penalty shall be applicable. However Authorised officials will take a final decision to levy penalty. Decision of Authorised officials on this shall be final & binding.

Cross Area Checking

Business Associate(s) shall form a Cross Area checking team as per instruction of the Authorised person. The capacity of team to be decided by Authorised person. This team can visit / cross check the cases of any Division in TPSODL area and will not be limited to the Division allocated to the Business Associate(s).

The detail that to be captured from site, shall also be decided by Authorised person. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Activity and following logic to be used to consider the Normal Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection purpose.

Note- Total Incentive amount shall be limited to 10% of the Total Contract Value

Details of TPSODL Circles and Divisions

CIRCLE	DIVISION	Division Area Sq Km	SUB DIVISION	SECTION	SBM Consumers - SINGLE PHASE				Non-SBM Consumers -THREE PHASE			GRAND TOTAL
					KUTIR JYOTI	RURAL	URBAN	TOTAL	RURAL	URBAN	TOTAL	
BERHAM PUR	GANJAM NORTH	2285	CHATRAPUR	CHATRAPUR-I	129	2261	16177	18567	111	401	512	19079
				CHATRAPUR-II	153	15459	595	16207	364	229	593	16800
			RAMBHA	RAMBHA	129	2015	7454	9598	256	345	601	10199
				MALUD	591	10360	15	10966	186	21	207	11173
				GANJAM	597	4538	14046	19181	367	205	572	19753
			KHALLIKOTE	KHALLIKOTE	546	5906	12799	19251	218	24	242	19493
				KESHPUR	317	12892	399	13608	292	394	686	14294
	P.S. PUR	963	P S PUR	P S PUR	140	6425	22753	29318	210	177	387	29705
				TARATARINI	75	14243	119	14437	274	552	826	15263
			POLASARA	POLOSARA	136	2362	13732	16230	94	251	345	16575
				CHIRIKIPADA	155	20300	72	20527	335	177	512	21039
			KODALA	KODALA	76	4030	11259	15365	79	97	176	15541
				BEGUNIA PADA	230	22627	230	23087	265	55	320	23407
	HINJILICUT	3556	HINJILICUT	HINJILICUT	56	2232	12326	14614	52	310	362	14976
				KANCHURU	146	19225	65	19436	324	65	389	19825
				PITALA	31	6864	925	7820	133	141	274	8094
			SHERAGADA	SHERAGADA	188	20659	558	21405	209	96	305	21710
				PATTAPUR	136	17670	363	18169	258	98	356	18525
				KONKARADA	19	9890	274	10183	195	192	387	10570
	Total	6804			3850	199958	114161	317969	4222	3830	8052	326021
BHANJAN AGAR	BHANJAN AGAR	2004	BHANJAN AGAR-I	ES O-I	1	360	4327	4688	18	49	67	4755
				TILISINGI	790	16281	462	17533	283	68	351	17884
				BHEJIPUT	1	93	6242	6336	24	89	113	6449
			BELAGUNTHA	JN PRASAD	1146	26629	520	28295	389	170	559	28854
				BELAGUNTHA	181	3353	11658	15192	126	52	178	15370
			SORODA	SORODA	595	4452	12299	17346	224	22	246	17592
				BADAGADA	2196	12956	229	15381	230	198	428	15809
			BHANJAN AGAR-II	ES O-II	433	14627	291	15351	250	77	327	15678
				KB PUR	51	7103	210	7364	71	20	91	7455
				KANTEIPALLY	122	12435	417	12974	156	61	217	13191
	PHULBANI	4956	PHULBANI	PHULBANI	201	85	11308	11594	11	18	29	11623
				PHIRING	10372	17395	292	28059	637	41	678	28737

				AI										
				KHAJURI PADA	3107	6990	191	10288	128	23	151	10439		
				G.UDAYA GIRI	G.UDAYA GIRI	1653	3646	8860	14159	51	18	69	14228	
					TIKABALI	4528	11963	416	16907	230	255	485	17392	
			RAIKIA		4426	14004	566	18996	213	30	243	19239		
			BALLIGU DA	BALLIGU DA	5170	5826	12008	23004	135	282	417	23421		
				DARINGI BADI	10622	11598	369	22589	217	13	230	22819		
				TUMUDI BANDHA	4832	14788	246	19866	180	24	204	20070		
	NUAGAO N	385		3900	375	4660	18	99	117	4777				
	BOUDH	3098	BOUDH	BOUDH	2876	4455	13121	20452	77	77	154	20606		
				PURUNA KATAK	5481	19331	415	25227	543	460	1003	26230		
			MANAM UNDA	MANAM UNDA	10817	26590	251	37658	1556	93	1649	39307		
				BAUNSU NI	6123	19693	158	25974	626	69	695	26669		
Total					10058	76109	258553	85231	419893	6393	2308	8701	428594	
RAYAGA DA	RAYAGA DA	5124	RAYAGA DA	RAYAGA DA-1	13	175	7922	8110	9	8	17	8127		
				RAYAGA DA-2	124	57	18658	18839	11	129	140	18979		
				J.K.PUR	4215	11972	1080	17267	539	7	546	17813		
				RAYAGA DA RURAL	4926	6483	151	11560	240	21	261	11821		
			THERUBA LLI	THERUBA LI	616	4532	228	5376	101	1	102	5478		
				KASIPUR	9357	25429	677	35463	218	637	855	36318		
				SIKARPAI	4859	13889	316	19064	175	7	182	19246		
			BISSAM CUTTACK	BISSAM CTC	2646	15480	476	18602	417	6	423	19025		
				MUNIGU DA	5368	24631	1247	31246	408	65	473	31719		
	PARLAKH EMUNDI	3850	PARLAKH EMUNDI	PARLAKH EMUNDI	97	201	12244	12542	25	4	29	12571		
				PARLAKH EMUNDI RURAL	86	2092	3863	6041	121	4	125	6166		
			KASINAG AR	KASINAG AR	1459	2708	12777	16944	198	1	199	17143		
				GUMMA	2175	13812	69	16056	119	3	122	16178		
			MOHANA	MOHANA	766	7610	194	8570	63	393	456	9026		
				CHANDR AGIRI	2337	8724	205	11266	111	3	114	11380		
				ADABA	1867	7869	113	9849	44	8	52	9901		
			UPPALAD A	UPPALAD A	290	11061	142	11493	252	5	257	11750		
				GARABA NDHA	282	7636	46	7964	169	2	171	8135		
				RAYAGA DA	5024	11566	49	16639	100	3	103	16742		
			R.UDAYA GIRI	R.UDAYA GIRI	1081	12207	159	13447	139	19	158	13605		
				KHAJURI PADA	556	6306	116	6978	70	150	220	7198		
			GUNUPU	2670	GUNUPU	GUNUPU	255	188	11419	11862	9	13	22	11884

	R		R	R								
				GUNUPU R RURAL	389	12330	227	12946	503	8	511	13457
			GUMUD A	GUMUDA	1003	6668	270	7941	335	1	336	8277
				PADMAP UR	1972	16288	263	18523	417	194	611	19134
				GUDARI	2013	10219	767	12999	225	11	236	13235
RAMNAG UDA	1833	9631		69	11533	180	9	189	11722			
	Total	11644		55609	249764	73747	379120	5198	1712	6910	386030	
CITY	BERHAM PUR-I	479	SUB.DIV. NO-2	MEDICAL	1	115	11666	11782	3	86	89	11871
				AMBAPU A	0	32	10246	10278	3	300	303	10581
			GOPALP UR	GOPALPU R	40	7527	1156	8723	112	232	344	9067
				UNIVERSI TY	60	10254	626	10940	125	105	230	11170
				HEAD QUARTER	41	10429	218	10688	190	383	573	11261
			INDUSTRI AL	CITY HOSPITA L	14	2	11010	11026	4	85	89	11115
				LANJIPAL LY	52	63	14637	14752	1	255	256	15008
			BERHAM PUR-II	54	SUB.DIVI SION NO- 1	E.S.O.NO. 1	0	3	12328	12331	0	204
	E.S.O.NO. 2	2				11	14931	14944	1	230	231	15175
	E.S.O.NO. 3	0				22	13826	13848	1	268	269	14117
	SUB.DIVI SION NO- 3	G.NUAGA M-2			1	5	11074	11080	0	154	154	11234
		GANDHI NAGAR			2	2	9259	9263	1	300	301	9564
	BERHAM PUR-III	61	KANISI	KANISI	83	15443	247	15773	228	72	300	16073
				JAGAPUR	189	13603	85	13877	161	20	181	14058
				GOLANT HARA	29	10247	93	10369	239	68	307	10676
			SUB.DIVI SION NO- 4	KUKUDA KHANDI	74	6689	53	6816	160	26	186	7002
				N.K.NAG AR	92	12955	206	13253	444	44	488	13741
				LUCHAPA DA	33	13566	399	13998	214	31	245	14243
		Total	594		713	100968	112060	213741	1887	2863	4750	218491
	ASKA	ASKA-I	349	ASKA	ASKA-1	33	91	6356	6480	2	138	140
BALISIRA					229	14683	87	14999	146	79	225	15224
DHARAK OTE					338	21276	237	21851	369	101	470	22321
NUAGAM				NUAGAM -1	39	11307	38	11384	166	42	208	11592
				NUAGAM -2	36	9573	33	9642	167	119	286	9928
ASKA-II		424	K S NAGAR	K S NAGAR	55	13124	3174	16353	177	113	290	16643
				BUDHAA MBA	100	15358	253	15711	306	73	379	16090
			BUGUDA	BUGUDA	510	18947	3645	23102	324	53	377	23479
				BALIPAD AR	157	10804	163	11124	106	41	147	11271
DIGAPAH ANDI		1417	DIGAPAH ANDI	DIGAPAH ANDI	169	5106	19069	24344	172	76	248	24592

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			KAKIRIGU MA	8001	10577	77	18655	163	3	166	18821
	Total	18912		136832	463853	11808 9	718774	1419 9	3429	1762 8	736402
GRAND TOTAL		50202		276225	144959 0	56227 8	228809 3	3523 5	1587 7	5111 2	233920 5

CONFIDENTIAL



NIT No.: TPSODL/OT/2020-21/004

Annexure VIII
Inspection Test Plan

NA

CONFIDENTIAL




NIT No.: TPSODL/OT/2020-21/004

Annexure IX
General Conditions of Contract

ATTACHED AS ANNEXURE TO THIS DOCUMENT

CONFIDENTIAL

Annexure IX

	TP SOUTHERN ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACTS
22.1	Termination for default/breach of contract
22.2	Termination for convenience of associate
22.3	Termination for convenience of TPSODL
23.0	Dispute resolution and arbitration
24.0	Governing laws and jurisdiction
25.0	ATTRIBUTES OF GCC
25.1	Cancellation
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26.0	INSURANCE
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28.0	TRANSFER OF TITLES
29.0	SUGGESTIONS & FEEDBACK
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31.0	LIST OF ANNEXURES

1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

The total all inclusive price/value mentioned in the PO/RC of the contract document is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded and shall be subject to adjustment based on actual quantities supplied/actual measurement

of work done and accepted and certified by the authorised representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 Contract Document

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

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

3.9 Contract Language

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

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

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

3.10 Reverse Auction

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

4.0 SCOPE OF WORK

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

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

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site,

storage, preservation, security and handling of the items at workplaces till completion of contract is also in scope of work.

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

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

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

Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, licence fees & compensation to be paid, whether incurred by the associates or by a third party for the work 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.

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

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

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

4.1 Indemnity

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

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.4 Deployment of Work Force

Associate shall deploy adequate labour, as considered necessary by TPSODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPSODL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Associate shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any time. Associate shall continue to be responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

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

4.7 Company's Right To Use Works

If Taking Over Certificate is delayed for any reason, for which TPSODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be

afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

4.8 Rights of TPSODL to vary the scope work

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

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

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

4.9 Technical Evaluation

TPSODL reserves the right to assign scores to different parameters including but not limited to the following while evaluating the bids. TPSODL reserves the right to change the parameters and score without prior information to the associates:

S. No.	Evaluation Parameter	Max. Score
A	For bidders already Registered with TPSODL	100
A.1.	No violation of statutory compliances in last 1 year. Deduction of 2 marks for each instance of violation in last 1 year.	20
	Safety Deduction of 2 marks for each instance of safety violation in last 1 year. Deduction of 5 marks for each reported Non-Fatal Accident in last 1 year In case of any reported fatal accident: <i>ZERO MARKS</i>	20
	Timely Execution of Contracts Total Achieved Score = {30 – 3 x (Avg. percentage LD deductions in last 2 years)}	30
A.3.	Legal Issues with TPSODL Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
B	Bidders new to TPSODL	100
B.1.	Visits Client Site Visit where the bidder is providing similar services.	30
	The visits as above shall be arranged by the bidder. However, all costs towards conveyance, lodging, boarding etc. shall be borne by TPSODL. The score assigned by TPSODL based on the above visits shall be final and	

S. No.	Evaluation Parameter	Max. Score
	binding on the bidder (Vendor Evaluation form attached as annex L). Safety Score achieved against BA Safety Management System Questionnaire	20
B.2.	Client Referrals At least 3 nos. Customer References for similar services in last 3 years. All customer references shall be either of the following: <ul style="list-style-type: none"> Govt. Organizations/ PSUs/ Power Distribution Utilities. Private Organizations with an annual turnover of ≥ 500 cr. PO copies or Completion Certificates will be admissible. Each reference: 10 marks	30
B.3.	Blacklisting Information Not blacklisted by any reputed organization/utility in last 2 years: 20 marks else 'Zero' marks	20

- Bidder shall be considered as technically qualified if they are able to achieve a technical score of >70 marks on the above parameters. 'A' or 'B'.
- The bidder must have the PF and ESI registration. In case it is not there (provided the bidder is not exempted from the PF and ESI), bidder shall not be evaluated on the above parameters and will be considered as disqualified.

5.0 PRICES/RATES/TAXES

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

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

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

5.1 Changes in Statutory Tax Structure

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

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

6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

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

6.2 Bills & Invoices

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

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

Bills/ invoices shall mention Associate's 'Sales, Service, WCT Tax Registration Number, PAN number as applicable.

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

6.3 Payment & Statutory Deductions

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

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

6.3.1 Statutory Deductions

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Inward Receipt Desk (BIRD) / Invoice Desk / Office of CFO, TPSODL located at TPSODL Corporate Office, Kamapally, Courtpeta, Berhampur, District Ganjam ,Odisha, India – 760 004

6.4 Guidelines for Raising Running/ Final Bills

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

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

6.5 Quantity Variation

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

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

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

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

Associate shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labour (Regulation and abolition) Act 1970, and any other relevant regulations as the case may be. Associate shall also be solely responsible for the payment of all benefits such as Provident Fund, ESI, Bonus, Leave compensation and other benefits as may be applicable under applicable labour laws, etc. as per the various statutory regulations and shall keep TPSODL indemnified in this regard against any such claim and provide documentary evidences of the same to TPSODL. TPSODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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

9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

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

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

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

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

9.4 Compliance to Labour Laws

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

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

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

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

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

11. Construction and demolition waste processing and disposal site shall be identified and required dust mitigation measures to be notified at the site.

10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Adherence to Rules & Regulations

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

10.3 Specifications and Standards

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

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

11.0 SAFETY

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

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

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

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

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

12.3 Failure in Guarantee Period (GP)

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

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

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

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

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

13.1 LD Waiver Request

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

13.2 Material Recovery

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

14.0 ASSIGNMENT OR SUBCONTRACTING

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

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPSODL in the contract document
- Shall furnish all particulars about the proposed outsourcing agencies and the details of the goods/services/work outsourced to the Associate while seeking approval of TPSODL for inclusion for outsourcing. The Associate shall give approval or shall refuse approval in writing within thirty (30) days of receipt of such request. However, the Associate shall not be entitled for any additional contract execution time whatsoever in lieu of the process for approval for outsourcing agencies, and shall be held responsible for any delay in the project execution time.

- Shall remain jointly and severally liable for any action, deficiency, and/or negligence on the part of his outsourcing agencies. The approval extended by the Associate to outsourcing agencies recommended by the Associate shall not discharge the later from his Contract obligations.

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

15.0 UNLAWFUL ACTIVITIES

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

16.3 Associate's Processes

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPSODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPSODL. Title to technical specifications,

drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPSODL under the Contract shall be passed on to the TPSODL. The TPSODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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

18.0 INDEMNITY

The Associate shall at all times indemnify, keep indemnified and hold harmless the TPSODL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate



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whether or not the TPSODL is held liable for by any court judgement. In this connection, the TPSODL shall pass on all claims made against him to the Associate for settlement.

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

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

TPSODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to 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 day notice for all other contracts.

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

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

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

21.2 Suspension for Breach of Contract conditions

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

21.3 Compensation in lieu of Suspension

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

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPSODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPSODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPSODL.

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

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

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

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

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

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

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

In the event of such termination, TPSODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPSODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPSODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPSODL against the amount recoverable from him

on this ground. The same shall be without prejudice to other rights available to TPSODL under law against the associate.

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

22.2 Termination for convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPSODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPSODL, Associate will have to pay TPSODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

22.3 Termination for Convenience of TPSODL

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

24.0 Governing laws and jurisdiction

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

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

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

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

27.0 ERRORS AND OMISSIONS

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

28.0 TRANSFER OF TITLES

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

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

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

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

29.0 SUGGESTIONS & FEEDBACK

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

You may send your feedback by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-I*. You can also log on to our website www.tpsouthernodisha.com to provide your feedback according to the guidelines mentioned below:

30.0 CONTACT POINTS

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

31.0 LIST OF ANNEXURES

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



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ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Southern Odisha Distribution Limited

Berhampur

HEREAS, (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 TP Southern Odisha Distribution Limited (TPSODL) in the sum of for which payment well and truly to be made to the TPSODL the Bank binds himself, his successors and assigns by these presents.

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

The CONDITIONS of this obligation are:

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

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

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

DATE.....

SIGNATURE

OF

THE

BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)



NIT No.: TPSODL/OT/2020-21/004

ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

TP Southern Odisha Distribution Limited

Berhampur

CP cum EP BG No.....

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

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



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available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving our bank from its obligation under this guarantee.

6. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to "the Vendor's" liabilities in respect of the premises
7. This guarantee shall not be affected by any change in the constitution of our Bank or "the Vendor" or for any other reason whatsoever.
8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at Berhampur branch and claim will also be payable at Berhampur Branch (to be confirmed by Berhampur Branch by a letter to that effect in case BG is from the branch outside Berhampur)
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____) only and the guarantee will remain in force up to 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 _____ 200__

Witness

1. _____

Bank's rubber stamp

Banks full address

2. _____

Designation of Signatory

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 TPSODL Accounts Department at the time of receipt of full and final payment)

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

Dated

Signature

Place

Name

Designation

(Company Seal)



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ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

Dated

Signature

Place

Name Designation

(Company Seal)



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ANNEXURE-E

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

To be printed on the letterhead

To,

TP Southern Odisha Distribution Limited,

Berhampur

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

ANNEXURE - F**SERVICE LEVEL AGREEMENT**

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

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

Shall Abide by TPSODL Core Values:

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

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

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

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

- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

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

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

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

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

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

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

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

- h) Copy of indemnity bond (if applicable).
- i) Affidavit with regard to payment of wages through cheque / bank transfer only.

7.0 Requirements during execution of work:

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

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

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

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

Enclosure:

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



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FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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



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If yes, furnish details:

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

Name of Insurance Company

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

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

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

Date:

(Signature of the Business Associate

or his Authorized Representative)

This Business Associate is / will be engaged in TPSODL.

(Signature and seal of

Officer I/c of the Work)



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Form X

Undertaking

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

(_____)

Date:



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Form XI

Undertaking

With reference to the contract job awarded by M/s TP Southern Odisha Distribution Limited to M/s _____ vide work order No. _____ dated _____

I _____ on behalf of

M/s _____ hereby undertake:

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

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

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

Date: _____

(_____)

Authorized Signatory

For

M/s _____



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FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : _____



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(ii) Rest rooms : _____

(iii) Drinking water : _____

(iv) Crèches : _____

(v) First Aid : _____

contractor

Signature of

Place _____

Date _____

CONFIDENTIAL



NIT No.: TPSODL/OT/2020-21/004

ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal



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ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

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

You are associated with us for

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

Your office is located at

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

Your nearly turnover with TPSODL

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

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

SECTION - A

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

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
	support for timely and quality completion of work (including AMC)						
10	TPSODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPSODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk)* initiative has improved payment disbursement process (under development)						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPSODL never defaults on contractual terms						
15	In TPSODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPSODL Employees follow Ethical behavior						

SECTION - B

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

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

SECTION – C

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

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

SECTION - D

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

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

SECTION – E

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

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

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

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

We thank you for your time and courtesy!!

ANNEXURE - I**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

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

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

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

13. TPSODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
14. TPSODL will make every effort to make the bid process transparent. However, the award decision by TPSODL would be final and binding on the supplier.
15. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPSODL, bid process, bid technology, bid documentation and bid details.
16. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
17. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPSODL.
18. In case of intranet medium, TPSODL shall provide the infrastructure to bidders. Further, TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
19. 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 TPSODL.
20. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
21. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPSODL site.
22. The prices submitted by a bidder during the auction event shall be binding on the bidder.
23. No requests for time extension of the auction event shall be considered by TPSODL.



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- 24.** The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

ANNEXURE - J

To,

DGM (Finance)

TP Southern Odisha Distribution Limited
Berhampur

Sub: **e-Payments through National Electronic Fund Transfer (NEFT) OR Real Time Gross Settlement System (RTGS)**

Dear Sir,

We request and authorize you to affect e-payment through NEFT/RTGS to our Bank Account as per the details given below: -

Vendor Code :

Title of Account in the Bank :

Account Type :

(Please mention here whether account is Savings/Current/Cash Credit)

Bank Account Number :

[illegible]

Name & Address of Bank

Bank Contact Person's Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

[illegible]

(Please enclose a Xerox a copy of a cheque.
This cheque should not be a payable at par
cheque)



NIT No.: TPSODL/OT/2020-21/004

Bank Branch IFSC Code

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(You can obtain this from branch where you have your account)

:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

ANNEXURE - K

CONTRACTOR SAFETY MANAGEMENT SYSTEM

1. OBJECTIVE

The objective of the Contractor Safety Management System is to lay down clear guidelines for all Business Associates (including their associates, staff and agents) which would facilitate them to observe all statutory rules and regulations, comply with applicable standards of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010 & (safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, TPSODL Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

2. SCOPE

All contracts (minor and major) will be subject to the provisions of this document.

Minor Contracts: Contracts which satisfy all the criteria listed under the head “Minor Contracts”.

Major Contracts: Contracts which satisfy any two or more criteria listed under the head “Major Contracts”

Criteria	Minor Contracts	Major Contracts
Value of Contract	< Rs. 1500000/- (less than Rs. Fifteen Lac)	>= Rs. 1500000/- (Equal or more than Rs. Fifteen Lac)
Period	Period less than 1 year	Any period
Working on energized electrical equipment	No	Yes
Working on height (above 1.8 Mtrs from ground)	No	Yes
Work involving construction activity	No	Yes
Working with hazardous goods or chemicals	No	Yes
Work involving danger to general public	No	Yes

Note: Exceptions for major and minor contract are – in house software development, supply of material or equipment but no direct or indirect installation of the same material, administration contracts (courier, water supply, printing, security, transport, etc.), minor civil work like plastering at ground level or flooring, etc. The facility management (housekeeping) contract will always be treated as a minor contract.

3. INFORMATION REQUIRED AT TIME OF VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

- 3.1 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid / tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.
- 3.2 Business Associate is required to take suitable risk control measures mentioned against the identified Hazards and Risk document provided for all contracts as per *annexure 2*. The primary objective of this is to evaluate the understanding of the BA towards risk mitigation and employment of safe work procedures. BA is required to conduct the Hazard identification and Risk Assessment study as per the procedure and deploy more or other measures if deemed necessary.
- 3.3 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

4. GENERAL SAFETY CONDITIONS REQUIRED TO BE FULFILLED BY BUSINESS ASSOCIATES

The requirements of the contractor safety management system applicable to the minor or major contracts related to various groups are as following –

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
 - 4.2 Distribution Projects – *Annexure 3.2*
 - 4.3 EHV Projects – *Annexure 3.3*
 - 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
 - 4.5 Civil / Generation Projects – *Annexure 3.5*
 - 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AML, MRG, etc. – *Annexure 3.6*
 - 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*
1. Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.

(Details as per Annexure attached)

Note: For minor contracts, the BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver all duties and responsibilities of Safety Supervisor as detailed in this document.

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPSODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the Safety Department of TPSODL before deployment in the field. BA Cell shall recommend the suitability after competency checked by Engineer In-charge and SAFETY group (or his representative) of TPSODL. After getting the clearance from DOSEC, BA cell and receiving temporary I-card issued by TPSODL, Business Associate shall commence the working.

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPSODL. ***BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPSODL work site. BA needs to ensure that Safety representative is available at all points of time; failing which the work being carried out in the interim (period when Safety representative is not available) shall be treated as working under improper supervision and due penal provisions shall be initiated against the BA.*** BA will be required to provide all applicable infrastructure and power to ensure smooth working of the safety representative to maintain a sound safety management system. ***In all contracts safety representative will not be assigned any other activity at site apart from the works related to safety management. The duties are detailed in clause 5.5 of this document.*** TPSODL will be auditing the facilities provided to the BA's safety team time to time.

The Safety Representative of the BA shall be required to meet and follow the instructions of the Engineer In-charge and SAFETY Group of TPSODL. He shall be responsible for providing the MIS and/or any other relevant information, as and when desired, within the stipulated time frame as per the requirements of TPSODL. Any non-conformance to safety will lead to the negative marking or issue of safety violation challan/ tokens which shall affect the monthly evaluation and performance of BA.

All contracts where BA has to depute vehicle for their staff and equipment to move from one location to other, the BA shall ensure that vehicle complies all required statutory clearances and requirement as per The Motor Vehicle Act, 1988 as well as TPSODL Road Safety Policy and are in good & safe state of working.

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

Qualification and experience required for the safety and site personnel are as following:

5.1 Safety Supervisor: It is mandatory that educational qualification of safety supervisor be ITI (of relevant trade) / Diploma (Any branch of engineering) and he has a working experience on electrical system / relevant field of work at least 5 yrs for ITI and 3 years for Diploma holder. Having formal experience of the safety systems will be an added advantage

5.2 Safety Engineer: It is mandatory that educational qualification of safety engineer be at least Diploma (relevant branch) and he has working experience on electrical system of at least 3 yrs. Having the formal experience of the safety systems will be an added advantage.

5.3 Safety Manager: The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR

Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

However, clause 5.1, 5.2 and 5.3 are not applicable for minor contracts. In such cases, BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver required duties of Safety Representative (as per clause 5.5) in addition to other duties without diluting the importance of safety.

5.4 Site Skilled Personnel: For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by TPSODL shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, Extra High Voltage Projects, maintenance of Sub-Transmission Network, Meter Management Group & Energy Audit Group, maintenance and operation of street lights, shall preferably have at least 20 per cent of ITI qualified electricians in the first year of the contract. This figure shall preferably be incremented by 15 per cent every subsequent year.

Note: For the competency assessment may please refer the work instructions. An employee shall have to necessarily undergo the competency assessment check once in every eighteen months.

5.5 Requirements from the Safety Representative(s) of the Business Associate:

- 5.5.1 Safety training of 2 hrs/employee/month and one day of safety induction training to all new employees joining the BA will be conducted by the BA as per Safety training modules of TPSODL.
- 5.5.2 Safety Talk / toolbox talk before start of shift to BA employees.
- 5.5.3 Ensuring the availability & proper usage of the standard safety equipment (PPE)
- 5.5.4 Periodic inspection of PPE to ensure their serviceability and maintaining the 10% buffer stock of standard PPEs.
- 5.5.5 Ensuring the adherence to standard operating procedures of TPSODL as mentioned in TPSODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPSODL
- 5.5.7 Working in close coordination Safety Group of TPSODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and Safety Group of TPSODL immediately after its occurrence.
- 5.5.9 Regular HIRA at site and comply the control measures as stated in the detailed HIRA as per the *annexure 2*. Also, deployment of JSA based checklist shall be ensured.
- 5.5.10 Ensuring compliance with safety and other laws as may be applicable and providing for safety assurance.

5.6 Training and Syllabus: The BA shall not deploy any person at workplace / site or send newly recruited personnel directly for competency assessment without Safety Induction Training.

5.6.1 All new BA employees have to necessarily undergo one and half days Safety training and Competency assessment at training centre of BA cell. This training will be conducted once in a week. After the completion of Safety training & Competency assessment I-card will be issued to all competent BA employees

5.6.2 BA is expected to initially train and judge the capability of the workman at his own end before further recommending the workmen for Competency assessment. If any BA workman sent for competency assessment fails in the Competency test at TPSODL (or Agency hired by TPSODL), it will be deemed that BA has not imparted sufficient training at his end and actual cost of training ₹ 7500/ BA employee/ failed attempt will be recovered.

5.6.3 The workers who have imparted Safety Training and issued I-Cards of TPSODL, are not deployed at TPSODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPSODL by the BA, in that case Management reserves the rights to intervene and recover the actual cost of training i.e. ₹ 7500/BA employee. (*Exempted for attrition rate of BA workers less than or equal to 10% of total workforce deployed at TPSODL*)

5.7 It is desired that Safety representative of the BA to impart the general safety training to each employee of duration 2 hrs per month. The training will be organized at BA level and the record to be sent to engineer in-charge and SAFETY group of TPSODL every month. Please refer schedule and syllabus in *annexure 6*.

List of Personal Protective Equipment (PPE) and Maintenance schedule: BA shall commence the project or any work only when the required PPE are made available to the team of employees involved in the work. Each PPE of BA shall be checked / inspected by the safety representative / supervisor at zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If TPSODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPSODL reserves the rights to stop the work and call the BA to provide appropriate PPEs at the risk. If the BA fails to provide the required PPEs at the risk then the same shall be provided by TPSODL at the actual cost of the PPE. The amount shall be charged to BA and same shall be first recovered from the current bill of BA or any future payment to be made to BA. In the event of any balance amount still left for recovery, the same shall be adjusted against retention amount or by invoking bank guarantee submitted by BA.

5.8 Safety Audit / Inspection & HIRA: The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the

annexure 8. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) as per *annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

- Engineering Control
- Management Control, and
- Personal Protective Equipment.

The safety representative of BA shall inform and educate for the identified risk and hazard control methods to employees, supervisor and engineer as well as the engineer in-charge and SAFETY group of TPSODL.

5.9 Safety Performance and Safety MIS: The BA shall maintain good practice of safety all through the contract duration. Safety shall always be of paramount importance during the contract period. Safety performance will be monitored on yearly basis throughout the period and no relaxation will be given for bad performance. BA with good track record and excellent performance will be rewarded suitably as per clause 6.0 of this document. The BA has to provide monthly “Performance Report – Safety” to engineer in-charge and SAFETY group TPSODL this shall be part of monthly bill along with training details. Performa of the report is enclosed as *annexure 9*.

5.10 Pre – Employment Medical Check-up and Fitness of employees engaged for the critical works: The BA shall submit the health fitness certificate for all those workers involved in climbing the pole or working at height for following diseases:

- 5.10.2 Epilepsy
- 5.10.3 Colour blindness
- 5.10.4 Deafness
- 5.10.5 Vertigo & height phobia

Every year BA will give an undertaking stating that all the employees are fit to work and have not developed aforesaid diseases. The Record of such medical check-ups shall be submitted to BA Cell before issue of temporary identity card. The records shall be maintained at BA Cell. All such medical check-ups shall be repeated once in a year for all workers involved in climbing the pole or working on electrical network.

6. REWARD AND PUNITIVE MEASURES

6.1 To support the enforcement of good SHE & DM practices by the Business Associate and to eliminate repeated or continuing safety violations, use of appropriate reward and punitive measures shall be made. Each unsafe act or violation of the safety guidelines as described in the Safety Manual of the TPSODL will be audit criteria of this system. Broadly the measures identified are following:

- 6.1.1 Working without PPE/ Safety Gadgets
- 6.1.2 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.3 Working without creation of effective safety zone

- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPSODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

6.2 Measures of Reward and Punitive Measures

The Engineer In-Charge, NSO, SC, ASOs, CSI / SIs and SHE &DM group will conduct the surprise audits of the work / project and if any non-conformance is found the same will be booked and entered in the format "Safety Violation Record" *annexure 10*. The flow of the information is given below:

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPSODL official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). <i>(Automatically generated if Site audit done through Mobile App.)</i>	SAFETY Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the current bill of the BA, <i>if any</i> .	Engineer In-charge
↓	
HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted.	SAFETY Group
↓	
The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees.	SAFETY Group with approval of CFO/Chief (O & S) /CEO&MD

The safety violations have been rated from 1 to 5 (figure 6.3) as per the gravity of the violation. If the same violation is repeated it may escalate into a higher penalty. If a particular Business Associate employee violates safety norms three times, he shall not be allowed to work in TPSODL for a period of one year from the date of the 3rd violation.

6.3 Safety Violation Escalation Matrix

6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	A	B	C	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	A	B	C	D	
5	Violation of SOP/ WI	B	C	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility		Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
A	Warning letter	Engineer Incharge		Nil		
B	Levy of Penalty	Engineer Incharge		2,000		
C	Memo to BA & Levy of Penalty	Head of Group		4,000		
D	Memo to BA & Levy of Penalty	Head of Department		10,000		
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department		1,00,000		
Figure 6.3 (1a)-Penalty Matrix for Safety violation (Applicable for Minor Contracts)						

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	B	C	D	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	B	C	D	E	
5	Violation of SOP/ WI	C	D	E		
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility		Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
A	Levy of Penalty	Engineer Incharge		5,000		
B	Memo to BA & Levy of Penalty	Engineer Incharge		10,000		
C	Memo to BA & Levy of Penalty	Head of Group		25,000		
D	Memo to BA & Levy of Penalty	Head of Department		50,000		
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department		1,00,000		
Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)						

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to Addl GM/ GM/ Sr. GM level) and further, *if required*, continuation / extension of contract will only be initiated by Functional Head of the department (equivalent to Sr. GM / VP level) and approved by CEO / MD. Till the extension, the contract will remain suspended.

TPSODL encourages the reportage of the safety violation during the contract work by BA. Any TPSODL employee can register a safety violation against the BA in the “Safety Violation Form” *annexure 10*. Initially the observer has to fill the form and handover the counterfoil (lower portion) of the document to the supervisor of the BA, inform the site engineer of TPSODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

Consequence Of an Incident / Accident (In case of <u>MAJOR</u> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	F (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	F	G	G	H	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	G	G	H	I	
4	Single fatality	J	K			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	K				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
F	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
G	Memo to BA and levy of penalty	Head of Group		20,000/-		
H	Memo to BA and levy of penalty	Head of Group		50,000/-		
I	Memo to BA and levy of penalty	Head of Department		2,00,000/-		
J	Memo to BA and levy of penalty	Head of Department		5,00,000/-.		
K	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head		10,00,000/-		
Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts						

Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

Consequence Of an Incident / Accident (In case of <u>MINOR</u> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	L (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	L	M	M	N	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	M	M	N	O	
4	Single fatality	P	Q			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	Q				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)	<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>	
L	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
M	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
N	Memo to BA and levy of penalty	Head of Group		25,000/-		
O	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
P	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
Q	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		
Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts						

Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts

(For example: In minor contracts, if a worker meets with a non-fatal accident say bone injury (Cat. 3) where he was hospitalized for more than 48 hrs then a penalty of amount Rs. 10,000/-, will be charged from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 25,000/- on subsequent incidents as per the above matrix.)

In case of single or multiple fatalities described under legends J&K of 6.3(2) and P&Q of 6.3(3), the concerned BA may be debarred from extension of contract or participate in new contract. In such event the approval of Chief (O & S) will be necessary for extension or award of new contract to concerned BA.

6.3.2 COMPENSATION FOR BA PERSONNEL

In the event of any untoward incident/ accident, the Business Associate shall ensure prompt medical assistance such as treatment, sickness benefit, etc. is provided to the victim(s) as per the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable. Also, the BA will be required to take adequate measures for compensating the victim(s) or his/her/their kin as follows:

I. For Death or Permanent / Total Disablement

The BA shall take an insurance coverage of at least Rs. 10 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned

earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

II. For Permanent Partial Disablement and Temporary Total Disablement

The compensation in this case will be as per provisions of the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable.

Accordingly, the BA shall obtain a suitable Insurance Policy on award of Contract and submit documentary evidence of the policy to the BA Cell before commencement of work. The BA shall ensure that the Insurance policy is active at all times and all employees are covered in all respects till the conclusion of contract period or till working with TPSODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 10 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

6.3.3 TPSODL rewards the BA with good track record of safety management. It is proposed that BA complying with Contractors Safety Management, Safety Manual and Safety process will be rewarded suitably as per the procedure, rule and regulations of the TPSODL. In any case major accident is reported during an assessment period BA will not be eligible for this reward scheme. Assessment of contracts will be once in year. Generally, the assessment cycle is calendar year and guidelines will be declared time to time.

Abbreviations Used in the Document

TPSODL	TP Southern Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster Management
MMG	Meter Management Group
EAG	Energy Audit Group
PPE	Personal Protective Equipment
SOP	Standard Operating Procedures
CSI/SI	Circle Safety In-charge / Safety In-charge
ASO	Area Safety Officer



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NSO	Nodal Safety Officer
SC	Safety Coordinator
HoG / HoD	Head of Group / Head of Department
AGM / GM / VP	Assistant General Manager / General Manager / Vice President
CFO / Chief (O & S)/ CEO & MD	Chief Finance Officer / Chief (Operating & Safety) / Chief Executive Officer & Managing Director
COS	Corporate Operation Services
CAP	Centralized Account Payable System
PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

Certification					
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.					
Company Name:					
Turnover and experience:		Name of top officer:			
Date:		Position			
Contract Details					
Contract Name		Contract Number:			
Business Associates Safety Management System Questionnaire		Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>					
- Is there a written company Safety policy?		1			
- If yes provide a copy of the policy, if No please refer Note 1.					
- Does the company have an Safety Management system		1			
- If yes provide details, if No please refer Note 1.					
- Is there a company Safety Management System manual or plan?		2			
- If yes provide a copy of the content page(s), if No please refer Note 1.					
- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?		2			
- If yes provide details, if No please refer Note 1.					
<i>Safe Work Practices and Procedures</i>					
- Has the company prepared safe operating		1			

Certification				
procedures or specific safety instructions relevant to its operations and relevant work as per contract? - If yes provide a summary listing of procedures or instructions, if No please refer Note 2. - Comments				
- Is there a register of injury or accident? - If yes provide a copy (format)	1			
- Is there a documented incident or accident investigation procedure? - If yes provide a copy of a standard incident report form, if No please refer Note 2. - Comments	1			
<i>Safety Training</i>				
- Describe how occupational health and safety training is conducted in your company If No please refer Note 1.	2			
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records, if No please refer Note 2.	1			
- Are regular safety inspections / audits are undertaken at worksites? -If yes provide details (formats), if No please refer Note 3.	1			

Certification				
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
- Is there an officer / supervisor responsible for monitoring workplace / worksite safety? - If yes provide details	1			
<i>Safety Performance Monitoring</i>				
- Are employees regularly provided with information on company health and safety performance? - If yes provide details	1			
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details	NO Marks (Negative mark ONE for each case)			
- Has there been any major accident of employee at TPSODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPSODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate	NO Mark (Negative mark FIVE for			

Certification				
the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
Company Reference				
1. Name of company 2. Name of company				

Note

1: If company does not have formal procedure on Safety Management System than vendor may submit proposed Safety road map along with safety action plan and brief safety policy on his letter head signed by head of the organization.

2: The vendor may submit the same in the Safety Action Plan.

3: The vendor may utilize the same format of TPSODL or on request SAFETY group will assist the vendor in developing the audit system. For other points also vendor may take the assistance of SAFETY group for development of Safety management system.

4: The vendor may submit the Safety Improvement Plan and Safety Action Plan for his employees based on following points.

- i. Action plan for enhancing safety awareness
- ii. Action plan for safety training of employee
- iii. Action plan for increasing safety audit in field
- iv. Action plan for provision and utilization of safety PPE.
- v. Action plan for fatality reduction.
- vi. Action plan for enhanced supervision at site
- vii. Action plan for making employee more responsible and accountable for safety.
- viii. Action plan for availability and utilization of all required tool and equipment.
- ix. Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.
- x. Safety initiatives planed or started recently.
- xi. Any other point.

Based on above points and documentary evidences vendor will be required to submit a detailed report in support of his bid. The bid evaluation committee and competent authority will scrutinize the facts and the evidence submitted. If found satisfactory competent authority i.e. CTO may accord his approval for bid opening otherwise his tender shall be disqualified.

Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

Business Associate:
Scope of the work:
BA's Representative:
Telephone:
Signature:
Date:

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> 1. Mandatory usage of JSA checklist prior to start of work 2. Use appropriate ladder 3. Use full body safety harness having double lanyard. 4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Refer Work instruction related to Working at Height for other details 8. Use of metal scaffold to be ensured in height work (cup lock type) 9. Deploy competent workforce who are medically fit

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> 1. Mandatory usage of JSA checklist prior to start of work 2. Use Electrical Safety Shoes while working on electrical network. 3. Use Electrical Safety gloves of appropriate voltage rating. 4. Use face shield / visor attached with helmet. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Mandatory usage of Insulated tools & tackles on electrical system 8. Mandatory compliance for Lock Out & Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> 1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> 1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> 1. Mandatory compliance of TPSODL Road Safety policy

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
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Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.

Guidelines for filling the Risk Assessment Form

- **Specific Task/Activity** - The documentation of each major task associated with the contract.
- **Potential Hazards** - The identification of hazards associated with each activity or task to be carried out.
- **Class of Risk** - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- **Control Measure** - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

A BA awarded a contract (O&M) work of maintenance of distribution network will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.

- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

A BA awarded a major contract work of TS&P in area of a circle will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.

- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



Annexure 3.3 (Refer Para 4.0)

General Safety Conditions for the major EHV Projects Contracts:

A BA awarded a major contract work of EHV projects will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.

- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPSODL Safety Manual for details.



Annexure 3.4 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Sub – Transmission Network Contracts:

A BA awarded a major contract work of maintenance of sub – transmission network in area of a power system will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.

- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



Annexure 3.5 (Refer Para 4.0)

General Safety Conditions for the major contract work in Civil / Generation Projects:

A BA awarded a major contract work of / in civil or Generation project will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.

- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce up to 100 at site) / a safety engineer (for workforce up to 250 at site) / safety manager (for more than two safety engineers) for managing a complete safety management system at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPSODL Safety Manual for details.



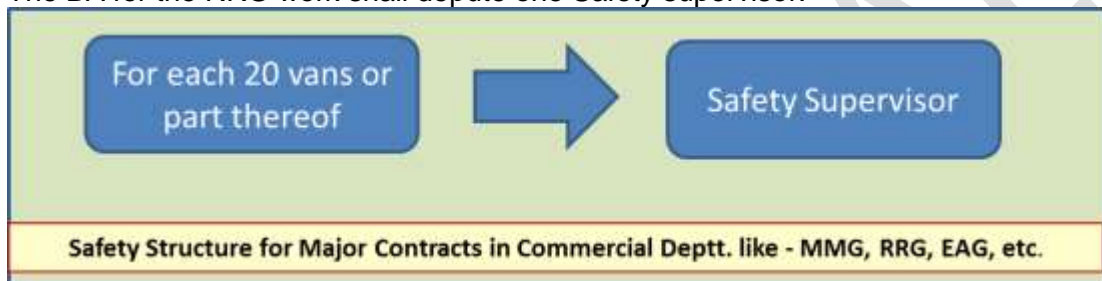
Annexure 3.6 (Refer Para 4.0)

General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:

A BA awarded a major contract work in meter management group & energy auditing group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.

- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



Annexure 3.7 (Refer Para 4.0)

General Safety Conditions for the major contract work in O&M of street light group:

A BA awarded a major contract work in operation and maintenance of street light group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.

- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



Annexure 4 (Refer Para 3.3)**Safety Undertaking by way of Affidavit**

I _____ s/o _____ R/o _____ (AUTHORIZED REPRESENTATIVE/PARTNER/DIRECTOR/PROPRIETOR) of M/S _____ (name of company/firm)___ having its office at (Complete address of Company), authorized vide power of attorney dated -----/Board resolution dated----/letter of authority dated----, hereinafter referred to as **Contractor [or Business Associate (BA)]** which expression shall, unless it be repugnant to or inconsistent with the meaning or context thereof, be deemed to include its heirs, executors, administrators, and assigns do hereby affirm and undertake as under :

1. The present undertaking shall remain in force from the date of execution of contract awarded by TPSODL and shall be valid till the date of termination of the said contract by either parties. The undertaking is binding on me (contractor) as well as my sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by TP Southern Odisha Distribution Limited (TPSODL) so as enable TPSODL to achieve its goal of Zero On site incidences.
3. That the Contractor shall be fully responsible for ensuring occupational health and safety of its employees, representatives, agents as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by TPSODL specifically. , failing which TPSODL shall be entitled, but not obliged, to provide the same and recover the actual cost thereof from the Contractor's payments.
5. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.



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6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPSODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPSODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold TPSODL / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by TPSODL or to which TPSODL might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor /Subcontractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by TPSODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

Verified at Berhampur on this _Day of _____20__ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

Annexure 5 (Refer Para 5.4)**SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR****Skill / Qualifications Required for Electrician (*Certificate of Competency Class-II*):**

1. Formal education in ITI – Wireman/ Electrician trade.
OR
2. Working experience of minimum three years of practical wiring.
OR
3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

Skill / Qualifications Required for Electrical Supervisor (*Certificate of Competency Class-I*):

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.
OR
2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.
AND
Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively
OR
3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance:
 - Planning of the maintenance job
 - Availability of men, material & machine, PPEs, Safety gear and approved PTW
 - Briefing of the job by the supervisor of the TPSODL
 - Identification of Risks associated with the maintenance work and planning for controlling measures by TPSODL supervisor
 - Creation of safety zone by TPSODL supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
 - Start of the work – Right person for the right job
 - Alert supervision
 - Completion of the job – Check points
 - Energization of network
 - Actions to be taken in case of some accident

Session: 2

Topic: Use of Electrical Testing Equipment

Methodology: Lecture and Practical Demonstration

Sub Topics:

1. Meggar, Hi Pot, Clamp On Meter, Neon Tester, Discharge Rod, Line tester etc.

Session: 3

Topic: Awareness of Electrical Safety Aspects

- A. Understanding the need of this Training and Safety
- B. Learning specifics of HT & LT Network
- C. Major type of work to be carried out in zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
 - Planning of the job
 - Availability of men, material & machine, PPEs, Safety gear and approved PTW
 - Briefing of the job by the supervisor

- Permit to Work
- Safety Tagging and Lock Out Tag out
- Identification of Risks associated with the work to be carried out and planning for controlling measures by proper supervision
- Concept of “**Safety Zone**”
- Identification and use of Neon Tester, Shorting Chain, Clamp On Meter, Hi Pot, Meggar etc.
- Completion of the job – Check points
- Accident Theory & Incident Reporting
- Actions to be taken in case of some accident

Session: 4

Topic: Identification, Demonstration and Usages of Tools, PPEs and other Safety Gears and demonstration of working on HT pole

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

- It will be conducted for all field & supervisor staff of BA in such a manner that all BA Personnel attend at least two hours safety training during every month.

One Day Induction Safety Training Programs:

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of TPSODL by the BA, as a part of AMC / Work Contract.

Duration / Periodicity:

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPSODL.

Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY



Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C) Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech) Joseph Leslie Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech) Joseph Leslie Accent

					Industries Honeywell
06	Fireproof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPSODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	



Note:

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPSODL.
3. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / EN standards.
5. TPSODL may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations. Refer picture of each PPE given in next page.

Pictures of PPE for reference purpose.

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	

03	<p>Full body harness (Safety belt)</p> <p>The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.</p>	<p>EN 361:2002</p> <p>EN 358 : 2000</p> <p>IS: 3521:1991/2002</p>	
04	<p>Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.</p>	<p>EN: 60903 CE marked</p>	
05	<p>Full face visor with safety helmet</p>	<p>EN: 166 CE marked (Visor)</p>	
06	<p>Fireproof jacket for chest protection</p>		
07	<p>Safety Chain for shorting cum earthing.</p>	<p>As per TPSODL standard</p>	

			
08	Reflective jacket to each workman	As per TPSODL standard	

Note : Picture shown are for indicative purpose only. Actual product may differ.

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record <i>(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)</i>		Monthly	F09 (COR P - 12)
Safety Talk Register		Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

Annexure 8 (Refer Para 5.8) LIST OF AUDITS TO BE CONDUCTED

Note:

1. (BA Safety Representative has to use the formats as per Safety process COR – P – 12 of TPSODL)



NIT No.: TPSODL/OT/2020-21/004

Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime):

Cumulative Man Hour worked:

Total Number of

Minor Injury (this month): Minor Injury (Total)

Major Injury (this month): Major Injury (Total):

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from TPSODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPSODL.	
	Rs.	Rs.		

Note: Cumulative means total from date of commencement of work according to the contract.



NIT No.: TPSODL/OT/2020-21/004

Detail of the Accident / Near Miss Incidents:

Date and Time	Type of the incident	Name of Employee	Brief Description	Corrective and Preventive actions recommended

Details of the Safety Violations:

Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Toolbox Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

Detail of the Safety Inspection /Audit: (as per TPSODL site audit checklist F29A(COR-P-12)

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participations

Signature of the BA Safety Representative
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.



NIT No.: TPSODL/OT/2020-21/004

Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5th of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.

BA may include additional lines if required. The TPSODL may revise the format as and when deemed required.

ANNEXURE-L

VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)			
VENDOR:			
1.0	DETAILS OF THE FIRM		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
2.0	PRODUCTS MANUFACTURED		:
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT).		:
4.0	VALUE OF FIXED ASSETS		:

5.0	NAME & ADDRESS OF THE BANKERS		:	
6.0	BANK GUARANTEE LIMIT		:	
7.0	CREDIT LIMIT		:	
8.0	TECHNICAL			
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:	
	8.2	NO. OF DRAUGHTSMAN	:	
	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 COLLABORATORS	:	
		8.3.5 DURATION OF AGREEMENT	:	
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / 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	:
	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: 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN	

	COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	
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*** Classification of BA s under SC/ST shall be governed under following guidelines:**

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

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

ANNEXURE X

SAFETY POLICY AND SAFETY TERMS AND CONDITIONS

Definitions

Order Manager: Order Manager is the TPSODL representative, who has the ownership of the given job under the signed contract.

Service Provider/Contractor/Vendor: An individual or an organization that provides services to TPSODL under a signed contract.

Site Safety Management Plan: It is the safety plan agreed between Contractor / Service provider and TPSODL. It will contain the entire job specific safety requirement and will be signed by the service provider.

High Risk Job: Any job which has significant health and safety risk associated to it. The list of high risk jobs has been identified at TPSODL level.

Emergency: A serious, unexpected, business discontinuity and often dangerous situation resulting into loss of revenue / property and requiring immediate action.

1. Safety Policy

TPSODI

HEALTH AND SAFETY POLICY

TP Southern Odisha Distribution Limited is committed to provide safe and healthy working environment for the prevention of work related injuries and ill-health. Safety is one of our core values. We strive to be a leader in safety excellence in the global power and energy distribution business. In pursuit of this, we are committed to the following:

- Maintain and continually improve our management systems to eliminate hazards and reduce health & safety risks to all our stakeholders.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Comply and endeavour to exceed all applicable health & safety legal and other requirements.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels.
- Involve our employees and business associates in maintaining a safe and healthy work environment through consultation and participation.
- Inculcate safety culture by visible leadership and empowerment.
- Ensure required competency to enable our employees and business associates for working safely.
- Promptly report incidents, investigate, share crucial learnings and prevent recurrences.
- Influence our business associates in enhancing their health and safety standards and align with organization's health & safety codes and practices.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve health and safety performance.

We shall ensure the availability of appropriate resources at all times to fully implement and communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.


(Anvindh Singh)
Chief Executive Officer

Date: 15th Jan, 2021

2. Safety Organization & Responsibilities

2.1 Contractor Site Management and Supervision

Each Contractor will be responsible for fulfilling all statutory and safety requirements as per the laws of the land and not limited to Factory Act, Electricity Act, Electricity Rules and Regulations, Shop and Establishment Act etc.

Each Contractor shall provide at least one competent full time safety supervisor for workforce of less than 100 numbers. When workforce ranges from 100 to 1000, the contractor has to provide at least one qualified safety officer and safety supervisors (reporting to the safety officer) in the ratio 1:100. For every 1000 addition in workforce, the contractor has to add 1 safety officer. The TPSODL Project Safety Manager will review and approve the appointment of all safety supervisors. Contractor/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractors'/Subcontractors' Site Manager is responsible, and will be held accountable, for the safety of their sub-contractors and workforce and for ensuring that all equipment, materials, tools and procedures remain in safety compliance at job site, including:

- Holding officer/supervisors accountable for safety and actively promote safe work performance.
- Participate in and cooperate with all safety program requirements to be implemented in order to meet Tata Power safety objectives.
- Ensure timely reporting of safety incidents, near misses, unsafe acts and conditions.
- Identify the training needs of its employees and maintain all safety training documents.
- Provide safety performance report at an agreed frequency.
- Stopping of unsafe work (acts and/or conditions) immediately, until corrective action be taken.

2.2 Contractor Supervisors and General Staff

Contractors' site supervisors and general staff members in charge of job site functions such as field engineering, warehousing, purchasing, cost and scheduling, etc. are responsible for the safe performance of the work of those they supervise. They must set an example for their fellow employees by being familiar with applicable sections of the Site Safety program and ensuring that all site activities are performed with SAFETY as the primary objective.

Each site supervisor is responsible and will be held accountable for identifying, analyzing and eliminating or controlling all hazards through implementation of an aggressive, pro-active Health, Safety and Environmental Program from project inception through project completion. Each supervisor will proactively participate in

the SHE program by observing, correcting unsafe acts, and recording these observations.

2.3 Contractor Workforce

Contractor workforce must make safety a part of their job by following safety rules and regulations and by using all safeguards and safety equipment. They must take an active part in the Site Safety program to ensure their own safety and injury-free employment as well as being alert to unsafe practices of their fellow employees.

Every member of the workforce is expected to report for work without influence of any Drug/Alcohol. All employees are expected to report any hazardous conditions practices and behaviors in their work areas and correct wherever possible. Workforce is responsible for active participation in safety and health programs, suggestion systems, trainings and in immediate reporting of all injuries, any unsafe practices, conditions or incidents to their supervisors.

2.4 Vendor/Contractor

Vendors/Contractor shall at all times comply with and ensure that their workforce comply with all site safety rules and regulations. Specifically, with applicable provisions of the Tata Power Site Safety Management Plan, and all statutory safety rules and regulations.

3. Site Safety Rules and Procedures

The work in the safest possible manner can only happen when it has been carefully planned and all applicable procedures are followed. The Tata Power Safety Procedures are derived from Tata Power best practices and the applicable Government acts regulations. In each case, the most stringent regulation is used.

Following is the list of Tata Power's critical Safety Rules and Procedures. Contractor shall refer to approved Rules and Procedures for detailed requirements and ensure conformance.

3.1 Lock Out and Tag Out Procedure

This procedure is intended to be used for the protection of Personnel while servicing or performing maintenance on equipment / pipeline / vessel / process systems. This is a general procedure that shall be used as the minimum requirements for isolation of equipment, pipelines, machines, system from all possible sources of hazardous energy and / or material such as Steam, Hot Water, Compressed Air, any other process fluid / chemical energy/Mechanical energy or Electrical energy. For complete procedure kindly refer Procedure Document No. TPSMS/CSP/LOTO/001 REV 01 available on official website of Tata Power (www.tatapower.com)

3.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and trenching jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, property and equipment

from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/CSP/EXS/002 REV 01 available on official website of Tata Power (www.tatapower.com)

3.3 Confined Space Entry Procedure

This procedure outlines the steps required to perform the confined space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/CSE/003 REV 01 available on official website of Tata Power (www.tatapower.com)

3.4 Working at Height Procedure

This procedure describes the rules and procedures to protect employees from the hazards of working at heights.

This procedure is developed to cover the safe practices required for Working at Heights. This procedure is developed to establish mandatory requirements for practices to protect personnel from hazards associated in this area. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/WAH/004 REV 01 available on official website of Tata Power (www.tatapower.com)

3.5 Heavy Equipment Movement Safety Procedure

Heavy equipment lifting and movement is an activity involving loading, unloading, storage and movement from one place to another including lifting and erection or repairing of equipment with cranes or hoists. Material, machinery and equipment handling operations are being carried out by large capacity cranes and hoists, which make the job safer and faster. This procedure addresses the hazards and precautions associated with such equipment and their use. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/HEMS/005 REV 01 available on official website of Tata Power (www.tatapower.com)

3.6 Mobile Crane Safety Procedure

Mobile cranes are responsible for many incidents, injuries. Falling loads from mobile cranes pose a severe hazard to operators and nearby workers and property. Many types of cranes, hoists, and rigging devices are used for lifting and moving materials. To maintain safe, appropriate standards has to be adhered to and only qualified and licensed individuals shall operate these devices. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/MCS/006 REV 01.

3.7 Scaffold Safety Procedure

This procedure is developed to provide information on the safe erection, use, dismantling and maintenance of access scaffolding in the workplace. It is developed to establish mandatory requirements for practices to protect personnel from hazards associated with erection, use and dismantling of scaffolds. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/SCAF/007 REV 01 available on official website of Tata Power (www.tatapower.com)

3.8 Electrical Safety Procedure

The objective of these standards is to specify minimum mandatory requirements and advisory guidance for identifying and controlling hazards to ensure 'Zero Harm' with regard to operation maintenance and testing of electrical equipment. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/ELEC/010 REV 01 available on official website of Tata Power (www.tatapower.com)

3.9 Job Safety Analysis (JSA) Procedure

This objective of this procedure is to have a task based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/JSA/009 REV 01 available on official website of Tata Power (www.tatapower.com)

3.10 Fire Safety Management Procedure

Objective of this standard is to specify the minimum mandatory requirements and advisory guidelines to ensure prevention of fire related incidents and managing / controlling their impacts if they do occur. For complete procedure kindly refer Procedure Document No- **TPSMS/CSP/FSM/011 REV 01** (Available at Tata Power website)

3.11 Permit To Work Procedure

Given the inherent hazards of the power generation and distribution industry, a significant number of TATA POWER operations and installations are critical. Work Permit (WP) System is an essential element in controlling the workplace risks in an effective manner. For complete procedure kindly refer Procedure Document No – **TPSMS/CSP/PTW/008 REV 01** available on official website of Tata Power (www.tatapower.com)

3.12 Lift (Elevator) Safety Procedure

To provide safe operating procedure for taking control of lift car before entering and existing the pit of OTIS make elevators. For complete procedure kindly refer Procedure Document **No – TPSMS/GSP/LIFT/001 REV 01** available on official website of Tata Power (www.tatapower.com)

3.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Working on live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure **Document No – TPSMS/GSP/CONV/002 REV 01** available on official website of Tata Power (www.tatapower.com)

3.14 Handling Hazardous Materials Procedure

This Procedure is developed to provide procedure for recycling and / or safe disposal of used / waste batteries in compliance with all legislation. For complete

procedure kindly refer Procedure Document No-TPSMS/GSP/HAZM/003 REV 01 available on official website of Tata Power (www.tatapower.com)

3.15 Material Handling and Storage Procedure

The purpose of this document is to provide procedures to assist the safe handling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – TPSMS/GSP/MATL/004 REV 01 available on official website of Tata Power (www.tatapower.com)

3.16 Contractor Safety Management Procedure

The purpose of this document is to engage with contractors in a way to create safe work environment for everyone working for Tata Power. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CSM/015 REV 01 available on official website of Tata Power (www.tatapower.com)

The above procedures will be updated periodically and the updated version of the procedures as well as any additional critical procedure will be available on official website of Tata Power (www.tatapower.com) for your reference.

4. Training and Capability Building

Safety Training and capability building of workforce is a major component of safety management program. All training required must be provided and documented as specified by Tata Power and Indian Regulations. Tata Power Safety Manager will audit contractors training and related documentation to assure its adequacy.

4.1 Tata Power Site Safety Orientation

All Tata Power contractor and subcontractor workforce is required to attend Tata Power Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry.

This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to following:

- Job rules, personal safety and conduct
- Hazards reporting
- Reporting of injuries
- Emergency procedures
- Safety Activities and Program including disciplinary measure and incentives.
- Critical safety procedure relevant to the job

4.2 Capability Building

Appropriate training such as L1, L2 & L3 is given to ensure that a jobholder, either supervisor or worker, is competent to do his/her job safely. The skill training is provided through TPSDI and other agencies authorized by Tata Power on the list of 15 procedures mentioned under safety procedure.

Contractor shall ensure that concerned workmen are provided with adequate training before he/she is allowed to execute the work.

An evaluation test will be conducted after the completion of the training. Those workmen employee who meet the minimum required competency will be provided with Gold Card which is valid for 3 years, post which the workmen has to reappear for the assessment. If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3 month timeframe failing which he/she will not be allowed to work on high risk jobs.

5. Pre-Employment and Periodic Medical check up

Contractor shall arrange to conduct a pre-employment and periodic medical check-up for its entire workforce by Tata Power medical officer or Tata Power authorized medical officer. The contractor shall be able to produce the certificate prior to the employment. The contractor shall also organize to conduct periodical medical checkup (six monthly) for the following category of employees:

- Drivers (Check for Vision & Hearing)
- Equipment Operators (Check for Vision & Hearing)
- Workforce working at Height (Check for Vision, Hearing, Vertigo & Height Phobia)
- Workforce Handling the hazardous substances (Coal, ash and chemicals)
- Workforce in high decibel area (> 90 Decibel, Check for Hearing)
- Workforce, working in specific areas requiring specific medical attention should conduct the medical test as laid down in the respective Site Safety Management Plan.

6. Safety Performance Evaluation and Penalties

A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice based on "Safety Performance score" attached in CSM-F-3 of CSM procedure. The amount is based on following table

Contract Value	Retention Amount (%)
Up to 10 Lakhs	2.5
10 – 50 lakhs	2
0.5 to 10 Cr	1.5
>10 Cr	1

- Safety performance Score will be monitored by the Order Manager every month.
- For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.

- In case of job stoppage due to safety violations/ unsafe observations at the site, no time extension shall be given to the contractor, if such delays are attributable to contractor.
- In case of fatality, limb loss or loss of property, vendor has to pay for liability, legal, statutory and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
- The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.
- Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score is 100%.
- During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached herewith.
- Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

7. Safety Performance Evaluation - CSM-F-3

S. No.	Lead Indicators	Unit Of measurement	Target	Weightage
1	% of Employee certified in TPSDI/Authorized agency	%	50	10
2	CFSA score (Annexure 6.1)	Average Severity of Violations	1.49	20
3	Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site	%	80	5
4	Condition of tools, tackles, and equipment's	%	100	15
	Lag Indicators			
1	Number of Fatalities	No.	0	30
2	Number of Lost workday case (LWDC)	No.	0	10
3	Man-days Lost	No.	0	10

In addition to above evaluation criteria, for specific violations penalty shall be imposed on the contractors under following circumstances:

Sr No	Description of violation	Severity	Penalty /
1.	Working without Permit	5	5000/-
2.	Untrained (TPSODL) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure (LOTO Not followed)	5	5000/-
10.	ELCB of more than 30 mA/ELCB not working	5	5000/-
11.	On/Off switch of welding m/c not working	5	5000/-
12.	Electric cable tied with metal wire	5	5000/-
13.	Leakage found DA hose / cylinder	5	5000/-
14.	Use of LPG	5	5000/-
15.	Use of Three-wheeler at the work site.	5	5000/-
16.	Starting the job without Tool Box Talk	5	5000/-
17.	Splatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/-
18.	No safety latch in crane hook	5	5000/-
19.	Load raised or swung over people or occupied areas of buildings	5	5000/-
20.	Persons standing in swing area of construction equipments.	5	5000/-
21.	Using damaged slings.	5	5000/-
22.	Unstable scaffolding/non standard Scaffolding in use	5	5000/-
23.	Handrails and mid-rails are missing	5	5000/-
24.	Safety Harness not anchored with lifeline/fixed structure	5	5000/-
25.	Fall arrestor not provided/ Not being used.	5	5000/-
26.	Double life line not used for working at height	5	5000/-
27.	No rubber mat in DB room	4	2000/-
28.	Water found accumulated in DB room/near welding machine.	4	2000/-
29.	Inserting electric cables into socket, without using plug.	4	2000/-
30.	Use of damaged electrical cable/two core cables.	4	2000/-
31.	Inflammable material found in D.B Room./ welding areas.	4	2000/-
32.	Loose material falling into excavated pit	4	2000/-
33.	Water logging into excavated pit	4	2000/-
34.	No / inadequate Barricade	4	2000/-

Sr No	Description of violation	Severity	Penalty /
35.	Undercut / cave-in found on sides of excavated pits	4	2000/-
36.	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	2000/-
37.	The HMV/Mobile Crane operator does not having a valid HMV driving license.	4	2000/-
38.	The loading area is not leveled properly.	4	2000/-
39.	Ladder not anchored at top	4	2000/-
40.	Opening found in working platform of scaffolding/floor	4	2000/-
41.	Inadequate illumination at the working area	4	2000/-
42.	Loose material lying on Gantry platform	4	2000/-
43.	Cleaning body with Compressed Air.	3	500/-
44.	Gas Cylinders using without cap.	3	500/-
45.	Gas Cylinders stored without securing	3	500/-
46.	Bringing inside any other chemicals, apart from approved by Safety dept.	3	500/-
47.	Using drum for sitting or accessing height.	3	500/-
48.	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	500/-
49.	No provision of Safety net where falling materials or tools may occurs	3	500/-
50.	Taking electrical supply from non designated outlet (other than socket).	3	500/-
51.	Restricted gangways due to unwanted materials.	3	500/-
52.	Not reporting incident.	3	500/-
53.	Entering into restricted area like switch yard/ hazardous storage etc.	3	500/-
54.	Work without supervision	3	500/-
55.	Parking of vehicle without applying wheel choke at right front-front and left rear-rear wheels other than passengers cars.	3	500/-
56.	Vehicle without helper or co-driver.	3	500/-
57.	Not wearing florescent safety jacket at site.	3	500/-
58.	People travelling in load body of vehicle.	3	500/-
59.	Parking of vehicles at non designated area.	3	500/-
60.	Shifting heavy materials without guide ropes.	3	500/-
61.	Using other than 24V lamp inside the confined space/Use of other than 24V lamps.	3	500/-
62.	Angular/ starch loading/ lifting with Crane or hoist.	3	500/-
63.	By passing the limit switch/ Safety Interlock.	3	500/-
64.	Housekeeping activities on road without proper barricade.	3	500/-

Sr No	Description of violation	Severity	Penalty /
65.	Trying to board or alit from running vehicle.	3	500/-
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/-
67.	Flash-back arrester not used.	3	500/-
68.	Trolley wheel found damaged.	3	500/-
69.	Guy ropes of required length on both sides of object are not used during movement with load.	3	500/-
70.	Scotch block/wedge not provide when the vehicle is parked.	3	500/-
71.	Suitable Trolley not provided to hold the cylinders.	3	500/-
72.	Locked First Aid box	3	500/-
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/-
74.	Person found jumping barricading tape	3	500/-
75.	Stacking of pipes, pile casing, drums without chock blocks/wedges	3	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders)	5	1000/-
84.	Sleeping at Work Place	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Non functional Head light/ tail light and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder,	3	500/-

Sr No	Description of violation	Severity	Penalty /
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-
102.	• Third Time	5	5000/-
103.	Serious Violation Of House Keeping (after 1 st or 2 nd warning to be decided by Project Manager depending on the severity)		Rs.10000/- and above
104.	Repeat Violation of same nature	5	5X Violation

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NIT No.: TPSODL/OT/2020-21/004

ANNEXURE XI
TATA CODE OF CONDUCT

The Owner abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Owner and the Contractor for dealings under this Order/ Contract. A copy of the Tata Code of Conduct is available a tour website:

<https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf>

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores e-mail subrata.day@tpsouthernodisha.com

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ANNEXURE XII**ENVIRONMENT & SUSTAINABILITY POLICY****CORPORATE ENVIRONMENT POLICY**

Tata Power is committed to a clean, safe and healthy environment, and we shall operate our facilities in an environmentally sensitive and responsible manner. Our commitment to environmental protection and stewardship will be achieved by:

- Complying with the requirements and spirit of applicable environmental laws and striving to exceed required levels of compliance wherever feasible
- Ensuring that our employees are trained to acquire the necessary skills to meet environmental standards
- Conserving natural resources by improving efficiency and reducing wastage
- Making business decisions that aim towards sustainable development
- Engaging with stakeholders to create awareness on sustainability



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018



CORPORATE SUSTAINABILITY POLICY

At Tata Power, our Sustainability Policy integrates economic progress, social responsibility and environmental concerns with the objective of improving quality of life. We believe in integrating our business values and operations to meet the expectations of our customers, employees, partners, investors, communities and public at large

- We will uphold the values of honesty, partnership and fairness in our relationship with stakeholders
- We shall provide and maintain a clean, healthy and safe working environment for employees, customers, partners and the community
- We will strive to consistently enhance our value proposition to the customers and adhere to our promised standards of service delivery
- We will respect the universal declaration of human rights, International Labour Organization's fundamental conventions on core labour standards and operate as an equal opportunities employer
- We shall encourage and support our partners to adopt responsible business policies, Business Ethics and our Code of Conduct Standards
- We will continue to serve our communities:
 - By implementing sustainable Community Development Programmes including through public/private partnerships in and around our area of operations
 - By constantly protecting ecology, maintaining and renewing bio-diversity and wherever necessary conserving and protecting wild life, particularly endangered species
 - By encouraging our employees to serve communities by volunteering and by sharing their skills and expertise
 - By striving to deploy sustainable technologies and processes in all our operations and use scarce natural resources efficiently in our facilities
 - We will also help communities that are affected by natural calamities or untoward incidence, or that are physically challenged in line with the Tata Group's efforts

The management will commit all the necessary resources required to meet the goals of Corporate Sustainability.



(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!

