#### NIT No.: TPSODL/OT/22-23/024

## Procedure to Participate in Tender

## Tender Enquiry No- TPSODL/OT/2022-23/024

#### Table – 1.0

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Inclusive of GST) (Rs.)	Last Date and Time for payment of Tender Fee	
NIT Number: TPSODL/OT/22 -23/024	Rate Contract for GIS Survey and Mapping of Electrical Network & asset for PAN TPSODL.	15 Lakhs	5,000	20.05.2022, 18:00 Hrs.	

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

## Preferential norms for Odisha MSMEs as mentioned hereunder shall also be applicable

## 1) Tender Fees

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

#### 2) Earnest Money Deposit (EMD)

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

## 3) Qualification Requirement for Open Tenders

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

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

## 4) Performance Bank Guarantees

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

## Procedure to Participate in Tender.

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

- 1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating
  - a. Tender Enquiry number
  - b. Name of authorized person
  - c. Contact number
  - d. E-mail id
  - e. Details of submission of Tender Fee

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#### NIT No.: TPSODL/OT/22-23/024

f. GST Registration No

2. Non-Refundable Tender Fee, as indicated in table above, to be submitted in the form of Direct Deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference/ Enquiry Number –

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

E-mail with necessary attachment of 1 and 2 above to be sent to Rajkishore.tripathy@tpsouthernodisha.com with copy to manoj.kharbanda@tpsouthernodisha.com before last date and time for payment of Tender Fee.

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

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

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

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

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

Also all future corrigendum to the said tender will be informed on Tender section on website <u>https://www.tpsouthernodisha.com/archivetenders.html</u>

NIT No.: TPSODL/OT/22-23/024

## **Open Tender Notification**

For

## Rate Contract for GIS Survey and Mapping of Electrical Network & asset for PAN TPSODL.

Tender Enquiry No.: TPSODL/OT/2022-23/024

Due Date for Bid Submission: 31.05.2022; 15:00 Hours

TP SOUTHERN ODISHA DISTRIBUTION LIMITED (A Tata Power and Odisha Government Joint Venture) Procurement & Stores Department Corporate office: Kamapalli, Courtpeta, Berhampur, Ganjam, Odisha, India -760 004

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## **CONTENTS OF THE ENQUIRY**

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5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
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Ι.	Annexure I – Schedule of Items
П.	Annexure II – Scope of Work & Service Level Agreement
III.	Annexure III – Schedule of Deviations
IV.	Annexure IV – Schedule of Commercial Specifications
V.	Annexure V – Document Check List
VI.	Annexure VI – Acceptance Form for Participation in Reverse Auction Event
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VIII	Annexure VIII – General Condition of Contract
IX.	Annexure IX – Safety Policy and Safety Terms and Conditions
Χ.	Annexure X – Tata Code of Conduct (TCoC)
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### 1. Event Information

#### 1.1 Scope of work

**Open Tenders** are invited through e-tender bidding process from interested and eligible bidders for entering into a Rate Contract valid for a period of **18 Months** as defined below:

Table -	- 3.0
---------	-------

Tender Enquiry No.	Work Description		*Tender Fee (Inclusive of GST) (Rs.)	Last Date and Time for payment of Tender Fee	
NIT Number: TPSODL/OT/22- 23/024	Rate Contract for GIS Survey and Mapping of Electrical Network & asset for PAN TPSODL.	15 Lakh	5,000	20.05.2022, 18:00 Hrs	

## 1) \*Tender Fees

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

## 2) \*Earnest Money Deposit (EMD)

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

#### **1.2 Availability of Tender Documents**

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

## 1.3 Calendar of Events

#### Table – 4.0

(a)	Last Date of receipt of Tender Fee	20.05.2022; 18:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	Not Applicable
(c)	Last Date of receipt of pre-bid queries, if any	20.05.2022 up to 17:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	24.05.2022 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	31.05.2022 up to 15:00 Hours
(f)	Date & Time of opening technical bids & EMD	31.05.2022 up to 18:00 Hours
(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.

## 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)

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- 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, MSME, 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

#### Table – 5.0

SI No	Pre-qualification Criteria	Documents to be attached					
1	The Bidder (Prime) / OEM should be registered under the Companies Act 1956 and should be in existence in India for at least 7 years (as on 31st March 2022). Bidder (prime)/consortium partner should have experience in IT/GIS Business (services) and should have been in the IT & GIS related business for a period of at least 5 years (as on 31st March 2022).	i. A copy of "Certificate of Incorporation" of the company ii. Work Orders confirming year and area of activity.					
2	Bidder must have valid enterprise level ISO 9001:2015 certification. Note: In case the certificate is due for renewal, the bidder should ensure that the renewed certificate is made available at the time of signing of contract. In case the same is not provided, the department may consider negotiating the award of contract with the next eligible Bidder.	A copy of the valid ISO certificate.					
3	The Bidder (Prime) should have an average annual turnover over of Rs. 30 Crore in any three financial years i.e., FY 2017-18, FY: 2018-2019, FY: 2019-2020, FY: 2020-2021.	Audited PL account					
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		PSODL/01/22-23/024
		Work Completion
4	The Bidder (independently or in combination with OEM) must have experience of having successfully completed, implementation and maintaining of at least 4 GIS Service – including Survey and Data work for Power Utility GIS Project. 1) At least one project valued not less than INR. 3.0 Crores Or 2 projects for at least than INR 1.5 Crore each. OR 2) The Bidder must have experience in successfully completing Survey & data processing work of more than 8,000 km route length of electric/telecommunication/water Line data and door-to-door survey for any Indian Power Utility. The above task must be completed within 7 years (as on 31st March 2022).	Certificates from the client; OR Work Order + Self Certificate of Completion (CA Certificate with CA's Registration Number and Seal); OR Work Order + Phase Completion Certificate from the client showing acceptance of completion
5	The Bidder must have experience in successfully completing Utility Survey & data processing work using Artificial Intelligence/Machine Language/PDA/Digital data collection devices/method in the last 7 years (as on 31st March 2022).	Work Order/Completion Certificate/ Phase Completion Certificate from the client.
6	The bidder must have an office in Odisha State. OR The prime bidder has to give an undertaking to do so within 1 months of award of contract with strength of IT professionals that are required for proper implementation of the project.	i. Self-declaration from the bidder.
7	Bidder can also participate: - 100% Subsidiaries of global companies are also eligible to bid if the qualification requirements stated above are met independently or in combination with the parent company. Relevant documents in support to be submitted. OR Indian companies in joint venture relationship with global OEM or authorized Indian channel partner/sales representative of global OEM are also eligible to bid if the qualification requirements stated above are met independently or in combination with the OEM. Authorization letter / certificate from the OEM to be submitted along with bid. OR The Bidder must have a presence in India for last 7 years. Copy of Certificate of Incorporation prior to 01.04.2014 to be enclosed in this regard. Alternatively, Bidder must have supplied GIS solution in India prior to 01.04.2014 as a sole bidder or Consortium. Copy of LOI/ Purchase Order/ Work Order prior to 01.04.2014 to be enclosed in this regard. Note: - Back-to-Back PBGs shall be submitted by bidder in case of Consortium	Bidder shall submit the relevant documents.

## **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

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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. Evaluation Criteria

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

NOTE: In case a new bidder is not registered with TPSODL, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures.

However, TPSODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification.

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

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

## 3. 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: <u>"EMD" of Rs. 15,00,000 /-</u> (Rupees Fifteen Lakh Only) shall be submitted.

The EMD shall be <u>valid for 210 days</u> 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-

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NIT No.: TPSODL/OT/22-23/024

## TP SOUTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power and Odisha Government Joint Venture)

Procurement Department

Call Center /Training Center, Duduma Colony,

Ambagada, Berhampur, Odisha-760006

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. IFSC Code: 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 descriptionas 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

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

#### NIT No.: TPSODL/OT/22-23/024

#### 4 EMD

### "Rate Contract for GIS Survey and Mapping of Electrical Network & asset for PAN TPSODL."

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPSODL, shall be written in the English Language.

### 4.1 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 authorizinghim to do so, certified copies of which shall be enclosed.

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

Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with bid.

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

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

## **4.2 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:**

Package Owner - Contracts

Name:Mr. Rajkishore TripathyDepartment:ProcurementContact No.:9437967673E-Mail ID:rajkishore.tripathy@tpsouthernodisha.com

HOD-Procurement

Name: Mr. Manoj Kumar Kharbanda

Contact No: 9971395197

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

Chief – Procurement & Stores:

Name: Mr. Subrata Dey

E-Mail ID: <a href="mailto:subrata.dey@tpsouthernodisha.com">subrata.dey@tpsouthernodisha.com</a>

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Bidders are strictly advised to communicate with Package Owner through TPSODL E-tender System (Ariba) only. They need to pay Tender Participation Fee to receive the Ariba log-in.

#### 4.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of 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 breaks up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

## Applicable GST to be specified clearly.

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

#### 4.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

#### 4.5 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.

### 4.6 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.

#### 4.7 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.

#### 4.8 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 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.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

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#### The EMD shall be forfeited in case:

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

Or

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

### 4.9 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.

#### 5 Bid Opening & Evaluation process

#### 5.1 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.

## 5.2 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.

## 5.3 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.

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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.

### 5.5 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.

#### 5.6 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.

#### **5.7 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.

## 5.8 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 Order of Preference/Contradiction

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

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

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## 7 Post Award Contract Administration

## 7.1. Special Conditions of Contract

- Rate contract shall be valid for a period of 18 Month from the placement of Contract. Release Order (RO) shall be placed as per the requirement of TPSODL. Rate shall remain FIRM till the validity of Rate Contract.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of Rate Contract. PBG applicable shall be 5% of Order Value. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPSODL. However, in case of delay in work execution owing to reasons not attributable to TPSODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPSODL.
- Statutory Variations: Any changes in existing taxes/ Duties and levies, Introduction of new taxes and duties etc. during the period of the contract shall be paid at actuals to BA subject to BA shall submit the tax break up in details, however, where BA has quoted the all- inclusive prices and not shown the tax break-up, this clause will not be applicable. The date of issue of MDCC shall be used for this purpose.
- Quotation in all BOM items is mandatory, and bid shall be rejected if any line item of BOQ is found blank in un price bid
- All the terms and conditions of TPSODL GCC- Service shall be applicable.

## 7.2 Payment Terms

• On Delivery of work and certification of acceptance by TPSODL, Vendor shall submit the Bill/Invoices in original in the name of TPSODL.

• The 75% payment shall be released within 45 days from the date of submission of certified bills/invoices.

- Payment shall be made based on the actual work done as verified by the TPSODL Nodal officer as well as System-level QC by the Centralized GIS team of TPSODL.
- Payment shall be done separately for each phase. Balance 20% shall be released after the successful migration of data to the system.

• Retention: 5% of the gross value of each Running Account shall be retained as retention money. The retention money shall be released after satisfactory completion of defect liability period of one year from the date of submission of invoice/bill.

Delivery after completion timeline shall be liable to a penalty as mentioned in SLA. Maximum Penalty shall be 10% of the value of the respective item However, the payment release schedule shall be discussed with the successful bidder and will be approved by TPSODL.

• The payment shall be raised only after delivery of Feeders which includes the network part, Asset painting and Consumer indexing.

## 7.3 Drawing Submission and Approval

The relevant drawings and GTPs need to be submitted within two weeks of receipt of firm purchase order by the successful bidder to TPSODL for approval. In case, re-submission of drawings is required on request of TPSODL, same needs to be submitted back to TPSODL within 5 days of such request.

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## 7.4 Warranty Period

Warranty of 1 year is applicable for each type of deliverables after acceptance by TPSODL.

## 7.5 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.

## 7.6 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: mpkulkarni@tpsouthernodisha.com with cc to manoj.kharbanda@tpsouthernodisha.com

## 8 Scope of job and Service Level Agreement (SLA)

As per Annexure I and II.

## 9 General Condition of Contract

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

#### 10 Safety

- 3.0 Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by:
- 4.0 http:// www.tpsouthernodisha.com
- 5.0 All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.
- 6.0 All jobs in 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.



## <u>ANNEXURE I</u>

#### **Schedule of Items**

SI. No.	Activity	Unit	Qty (Q)	Unit Rate (Rs.) (A)	GST (Rs.) (B)	Total All- inclusive unit rate (C = A+B)	Total Amt. (Rs.) (Q x C)
1	Satellite Image (Resolution 1 m or better)	Sq.Km	49,940				
2	Digitization of land use using Satellite Image, SOI data and another source	Sq. Km	49,940				
3	Survey and digitization of for settlement area Land base	Sq. Km	1400				
4	Survey and digitization of PSS and its internals	Numbers	240				
5	Survey and digitization of 33 kV network	KM	3,700				
6	Survey and digitization of 11 kV network.	KM	45,800				
7	Survey and digitization of Distribution Transformer & LT Network	КМ	48,500				
8	Asset Painting	Numbers	22,00,000				
9	Mapping of Service line, Consumer, electrical Meter and consumer indexing	Numbers	24,00,000				
10	Mobility application for Consumer/Network/Land base Survey/Asset Painting	EA	1				
				All in	cl. BOQ	Value (Rs.)	

## NOTE:

- The quantity mentioned above is for evaluation purpose only and may vary during the execution. Release Orders against this Rate Contract shall be issued by TPSODL as per actual requirement.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. 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.
- The prices shall be FOR TPSODL Locations. Exact delivery location shall be specified in the Release Order.

## <u>ANNEXURE II</u>

#### SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

## 1. About TPSODL

The Tata Power Company Limited is recognized as India's largest private sector power utility company with a reputation for trustworthiness, built up over nearly nine decades. Today, it is the country's largest private player in the power sector with distribution assets in Mumbai, Delhi, Ajmer and Odisha. The company has generation capacities in Mumbai, Jojobera, Jharkhand and Karnataka.

TPSODL was incorporated on 1st January 2021 as a JV of Tata Power (51%) and Odisha Government (49%) on the Public-Private Partnership (PPP) model. TPSODL took over the licensed area of operation of the Company (erstwhile SOUTHCO) which is approx. 48,751 sq. km and covers nine revenue districts of Southern Odisha namely Ganjam, Gajapati, Boudh, Kandhamal, Koraput, Rayagada, Malkangiri and Nabarangpur with its Corporate Office located at Berhampur. The acquisition was through a competitive bidding process initiated to reform the distribution sector, Section 20 of the Electricity Act, 2003, initiated the process of sale of Utility for SOUTHCO in Odisha. The Company changed its name from Southern Electricity Supply Company Limited (SOUTHCO) to TP Southern Odisha Distribution Ltd. (TPSODL) on its day of incorporation.

#### 2. Project Objective

TPSODL understands the importance of GIS as a foundational technology that shall play a key role in achieving the committed targets and moreover bring business excellence and consumer delight as has been proven in other Tata Power distribution entities.

TPSODL has successfully implemented GIS system in pilot area of around 40 km2 comprising of 1,800 kms of electric network, 10 nos. of 33/11kV Primary substations, 1200 nos. of distribution transformers, 1.3 lacs consumers and the Landbase of entire pilot area. Now TPSODL is going to implement the same for the remaining TPSODL area within a time frame of 18 months.

The objective of the project under this RFP is to do digitization and survey of Landbase of the remaining area of TPSODL, survey of network assets from 33kV Feeder up to LT pole and digitization and mapping up to consumers to achieve consumer indexing from 33 kV feeder up to consumers. On successful mapping of network assets and consumers same data shall be migrated into GE Small world database (Version 5.2.8 or higher version)

## 3. BID Evaluation Criteria

The bid evaluation criteria have been finalized on basis of technical evaluation and commercial evaluation.

SI No	Bid Evaluation Criteria	Weight					
А	Technical Evaluation		50				
1	Project Experience	5					
2	Project Management	10					
3	Technology for Survey & Digitisation	22.5					
4	Data Creation Process	12.5					
В	Commercial Evaluation		50				
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#### Table – 6.0

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## 3.1. Technical Evaluation Criteria

## Table – 7.0

Sr. No.	Main Head	Description	Maxim um Marks
1	Project Experience	Bidder has completed nos. of projects for GIS. Any successful project / pilot for any Indian Utility For each project 1 Mark maximum limited to 5 Marks	5
2	Project Management	Explained and elaborated project management plan in details as mentioned under section 'Project Management Activity' 1 mark for each document: Maximum Marks 10	10
3	Technology for Survey & Digitisation	Digitization of Landbase using satellite image 1. Has AI/ML Technology to digitize Landbase: 5 2. Will digitize Landbase manually :3	5
4	Technology for Survey & Digitisation	Survey of Electrical assets: 1. Has technology to do electrical survey using Drive/Drone technology and mobile application: 5 2. Will do manual survey using mobile applications: 2	5
5	Technology for Survey & Digitisation	Digitization of Electrical Assets: 1. Has Al/ML/DL/Image Processing technology to do automatic mapping of Electrical assets:5 2. Will do digitization of electrical assets manually: 2	5
6	Technology for Survey & Digitisation	Has Capabilities in integrating multiple sources of data (drone/drive/photos/survey data) in a consolidated pipeline for ease of network utility detection. Available: 2.5 Has Capability: 1	2.5
7	Technology for Survey & Digitisation	Has highly accurate location APIs /GPS for smart phones with offline capability. Has capability of developing OCR based mobile application which will work in online and offline, to apply OCR based technology to automatically interpret Meter and Consumer Bill attribute in backend and capable of developing entire technology ecosystem to do consumer indexing Has demonstrated capability: 5 Has not demonstrated but has capability:2	5
8	Data Creation Process	Demonstration of end-to-end data creation process: Has demonstrated complete end to end process:7.5 Has partially Demonstrated the process:4 Has not demonstrated the process: 0	7.5
9	Data Creation Process	Demonstration of Quality checks process of previous projects: a) Customised Tool based Checks - 5 b) Manual process checks - 0	5

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## **3.2. Commercial Evaluation Criteria.**

As per 1.7 Qualification Criteria.

## 4. Scope of Work

This section will provide information about geographical & network spread of TPSODL which shall help vendor to provide appropriate quote. Vendor is requested to study territory of TPSODL to understand efforts required for the survey. The description given here is broad scope of work to be carried out by the bidder. However, any work even if not specifically mentioned but reasonably implied for the successful implementation and good performance of the system are deemed to be included in the scope of work.

It is approximately estimated that, 20,000 kms of line passing along the road within a range of 30 meters out of 50,000 kms of HT line. Remaining of the HT network is found beyond 50 meters from road side. Out of 49,000 kms of LT network, 40,000 kms of LT network is along the road within a range of 20-meter distance. The figures may vary as per different field locations.

The successful Bidder will execute mapping of consumers in co-ordination with the eligible consumer survey vendor.

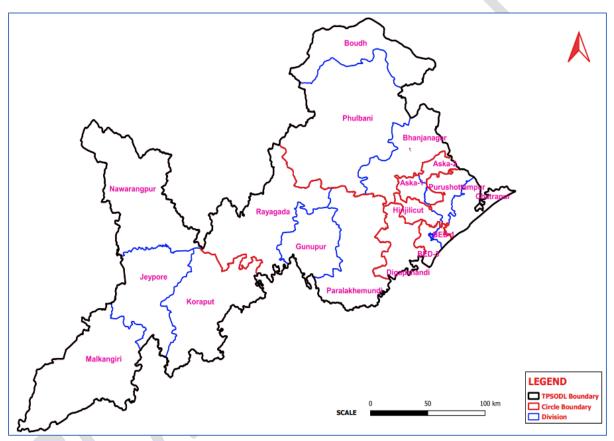
District map where TPSODL supplies power is given below.





	Table – 8.0										
SI No.	District	Source Website	Area(sqkm s)	Population (2011 status)	No of Subdivision	Nos. of Tehsils	Nos. of Blocks	Nos. of Gram	Total. of Villages	Nos. of Municipal	Nos. of Notified
					s			Panchayat		Corporatio	Area
1	Ganjam	https://ganjam.nic.in/	8,071	35,29,031.0	3	23	22	503	3250	1	17
2	Gajapati	https://gajapati.nic.in/	3,850	5,77,817.0	1	7	7	149	1534	1	1
3	KANDHAMAL	https://kandhamal.nic.in/	7,649	7,33,110.0	2	12	12	171	2515	1	2
4	RAYAGADA	https://rayagada.nic.in/	7,073	9,67,911.0	2	11	11	182	2667	1	2
5	KORAPUT	https://koraput.nic.in/	8,807	13,79,647.0	2	14	14	240	2028	3	1
6	Nabarangpur	https://nabarangpur.nic.in/	5,294	12,20,946.0	1	10	10	169	885	2	1
7	Malkangiri	https://malkangiri.nic.in/	5,791	6,13,192.0	1	7	7	111	1045	1	1
8	Boudh	https://boudh.nic.in/	3,445	4,41,162.0	1	3	3	69	1186	1	1
			49,980	94,62,816	13	87	86	1,594	15,110	11	26

## Administrative map of TPSODL is given below:



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Table 9.0

Sr.No.	Name of Circle	Districts Covered	Name of Districts	Circle Area (SQ Kms)	Nos. of divisions	Nos. of Sub divisions	Nos. of sections	Nos. of localities > 5 sqkms in Circle	Approximate settlement area (sq kms)
1	Aska		Ganjam	2599	3	6	16	0	156
2	Berhampur	1	Ganjam, Part of Puri	2411	3	8	19	0	211
3	City		Ganjam	641	3	7	18	1	53
4	Bhanjanag ar	2	Part of Ganjam, Boudh,Kand hamal	13751	3	9	23	2	373
5	Jeypore	3	Nabrangpur, Koraput, Malkangiri	19614	4	11	32	8	380
6	Rayagada	2	Rayagada, Gajapati	11350	3	10	27	2	245
	Total	8		50366	19	51	135	13	1418

• Approximate settlement area is not exact settlement area and may vary after actual survey.

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Division wise network summary is given below:

Table – 10.0

Circle	Division	Nos. of PSS	Nos. of 11 kV Feeders	Approx. length of 11kV feeders	Nos. of 33 kV feeders	Approx. length of 33kV Feeders	Approx. count of Transformers	Approx. length of LT network (kms)	Approx. Nos. of Consumers
	AED-I	8	20	797.87	3	58.9	1130	618.76	75921
Aska	AED-II	5	25	695	4	64	1018	1895	78283
	GSED	11	36	1184.5	5	117.03	2033	1151.83	128493
	GNED	13	44	1573.16	10	155.05	2205	1661.61	131317
Berhampur	HED	9	29	862	5	116.11	1230	760.77	103216
	PSED	10	39	11193.08	9	103.25	1709	2117.47	132340
	BNED	14	50	2219.78	12	246.52	2650	1663.74	164254
Bhanjanagar	BOED	10	44	2406.5	4	214.34	4631	3070.1	123769
	PED	20	77	6857.5	11	424.43	5185	7703.8	195757
	BED-I	10	36	436.66	8	61.2	1040	452.52	91402
City	BED-II	4	17	103.5	3	19.5	523	250	71644
	BED-III	6	25	676.5	5	66.54	1397	558.5	91841
	GED	11	34	2163	3	241	2071	907	94318
Rayagada	PKED	19	62	3743.9	11	224.82	3336	1909.85	169953
	RED	20	71	3961.19	17	344.69	4869	1691.75	199035
	JED	21	85	4351	3	344.03	4976	5929	194603
lovmore	KED	16	53	3891	5	336.4	3885	2818	173721
Jeypore	MED	14	54	5469	4	317.37	4627	10175	157606
	NED	21	81	4495	3	397.57	7885	4397	315785
Total	19	242	882	47080.4	125	3852.7	56400	49481.7	2377473

Note: - The quantity mentioned above is for evaluation purpose only and may vary during the execution.

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### 4.1 Survey and mapping of Land base

- 1. Land base shall be created using ortho rectified satellite image of resolution 1m or better. Vendor must arrange the satellite image and will be responsible for complying to all formalities required.
- 2. Below Important layers must be captured form authorized sources e.g. from https://onlinemaps.surveyofindia.gov.in/Digital\_Product\_Show.aspx

Sr. No	Layer Name
1	Railway routes and stations
2	Rivers
3	Streams
4	CRZ
5	Forest Boundaries
6	DTM or contour map
7	Elephant Corridor
8	National Highway
9	State Highway
10	District Boundary
11	Taluka Boundary
12	Block Boundary
13	Village boundaries

## Table – 11.0

Land base to be captured and digitized as per data model and specifications of TPSODL.

3. Vector to be digitized for all land objects from satellite imagery before starting the land survey.

## Table – 12.0

Sr.No.	Deliverable	Vendor's Acceptance
1	Landbase to be digitized as per satellite imagery for given area. AOI will be provided by TPSODL. Vendor to provide either Geotagged Satellite image in .tiff format. or provide online access of Satellite image for the purpose of QC.	
2	Survey to be carried out as per TPSODL land data model.	
3	Data should be digitized as per TPSODL specified co-ordinate /projection system.	
4	Final surveyed data to be delivered /updated as per TPSODL data model and digitization specifications in compliance for data migration.	



## 4.2 Survey and mapping of 33kV/11kV Primary Substation (PSS)

PSS in TPSODL is a conversion point between sub-transmission level voltages (33 KV) and distribution level voltages (11 KV). PSS has one or more step-down power transformers, protective, switching, measuring, conducting equipment and control panels. It serves a regional area such as part of a city or neighborhood. PSS are connected to each other by the sub-transmission ring circuit. 11kV lines coming out of PSS supply to distribution transformers (11kV/415V).

Vendor must complete survey and mapping of 33kV/11kV PSS and give following deliverables.

Sr.No.	Deliverable	Vendor's Acceptance
1	Vendor must collect & submit all the relevant information of all assets existing in PSS as per TPSODL data model.	
2	• Vendor must submit geo tagged photos using high resolution camera for below assets. Proper nomenclature to be followed to easily identify and co-relate each photo. These photos may be used for data validation and QC if required by TPSODL.	
	<ul> <li>Photos of nameplate and equipment like OLTC (Tap Changer), power transformer, station transformer, Breaker, Control &amp; Relay panel, Meter &amp; metering equipment, reclosers, RTUs, Battery bank &amp; charger &amp; other equipment exist in PSS</li> <li>Sign Board of PSS</li> <li>2 or more photos covering each &amp; every switchyard of PSS</li> <li>2 or more photos covering entire control room of PSS</li> <li>SLD of PSS if available</li> <li>Layout of PSS if available</li> </ul>	
3	Vendor must create detail electrical drawing of Switchyard and control room as per specifications given by TPSODL. TPSODL will provide drawing of Sample PSS to vendor. The network drawing and mapping will be in line with existing GIS data of TPSODL.	
4	<ul> <li>Vendor must create layout of PSS which will have following</li> <li>Extent of PSS (GPS points of all corners to be mentioned on the document)</li> <li>Extent of Switchyard</li> <li>Extent of Control Room</li> <li>Open areas anywhere inside PSS</li> <li>Geo-Location of Power and Station Transformer</li> <li>Geo-Location of Breaker</li> <li>Geo-Location of 33kV poles for incoming and outgoing 33kV Feeders</li> <li>Geo-Location of 11Kv poles for outgoing 11 kV Feeders</li> <li>Control Room Layout giving approximate position and name of each panel</li> </ul>	

#### Table – 13.0

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#### NIT No.: TPSODL/OT/22-23/024

Sr.No.	Deliverable	Vendor's Acceptance
	Direction of 33 kV & 11 kV feeders	
5	Vendor must deliver electrical drawing of switchyard in AutoCAD & PDF format after verifying from PSS in charge on printed page.	
6	Vendor must deliver Layout of PSS in AutoCAD & PDF format after verifying from PSS in charge on printed page.	
7	Vendor must create PSS internal layout and data in ESRI '.shp, .gdb' format as per orientation in field and as per data model and specifications given by TPSODL and make it ready for migration to TPSODL's main GIS system. TPSODL will provide sample layout in shape file for one PSS.	
8	Vendor must paint PSS and Asset inside PSS as per TPSODL' painting specifications and include that as deliverables of shape file	

## 4.3 Survey and mapping of 33 kV and 11kV Network

33 kV network connects GSS (*Grid Substation, 'Voltage higher than 33kV' /33kV*) to PSS (Primary Sub-Station) and PSS to PSS. 33kV network in TPSODL is mainly spread across agricultural, forests, hilly areas, and some part of it runs along the road as well.

11kV network connects PSS to distribution transformer (11kV/415V & 11kV/240V) which are mainly located in inhabitant areas.

Both 33kV and 11kV network can be overhead (Conductor/Cable) or underground (Cable). Vendor must complete survey and mapping of 33kV and 11kV network along with HT consumers, Boundary Meters and provide following deliverables.

Sr. No	Deliverables	Vendor's Acceptance
1	Positional accuracy of Poles, Towers must be within +/-3 meters.	
2	Vendor must provide geotagged Images/Video files Collected /generated through 'Drive' or 'Drone' or Physical survey. Also, vendor will submit Good Quality and geotagged photos of each pole, tower & all type of structures along with its associated assets. Proper nomenclature to be followed to easily identify and correlate each photo.	
3	Vendor must visually depict/draw rough sketch of 33kV and 11kV lines with poles and distribution transformers on background of land base to report daily progress/QC completed/Final delivery completed.	
4	In case of physical survey for some part of the network, vendor must use mobile application as per TPSODL data model. TPSODL	

will certify the mobile application before starting survey.

#### Table – 14.0



Sr. No	Deliverables	Vendor's Acceptance
5	Vendor must validate & approve the cable/conductor size of each 11kV & 33kV feeder from the respective section head/Sub-Division head of TPSODL and submit the approved copy to TPSODL GIS team.	
6	Vendor must provide their Field and desktop QC report to TPSODL GIS team as deliverables.	
7	Vendor must deliver 33kV and 11kV network in ESRI .shp format as per TPSODL data model and specifications. 33kV and 11kV network to be connected to corresponding GSS & PSS as per field condition and make it ready for migration to TPSODL's main GIS system.	
8	Vendor must paint poles as per TPSODL's painting specifications and include the painting code in deliverables of shape file.	
9	Vendor will coordinate with section in charge of TPSODL to get the clear visibility of any underground/Overhead network prior to survey.	
11	Vendor must capture HT consumers, Boundary meter and deliver to TPSODL.	
	4.4. Comment and many instant Distribution Transformers and LT active	

## 4.4 Survey and mapping of Distribution Transformer and LT network

A distribution transformer is a transformer that provides the final voltage transformation in the electric power distribution system, stepping down the voltage used in the distribution lines to the level used by the customer.

Distribution transformer can be of Three phase or Single Phase, it can be pole mounted or plinth mounted, Indoor/Outdoor type etc. Most of the transformers in TPSODL are pole mounted and share standard assembly to connect to 11kV or 33kV line.

A low-tension(LT) network is a part of electric power distribution which carries electric energy from distribution transformers to electricity meters of end customers.

## Table – 15.0

Sr. No.	Deliverables	Vendor's Acceptance
1	<ul> <li>Vendor must provide photos &amp; video files of DT, DT meter, poles &amp; associate network collected through 'Drive' or 'Drone' or physical survey. Proper nomenclature to be followed to identify easily and correlate each photo with delivered data <ul> <li>Front view of Complete assembly of transformer which will cover connection from 11 kV line up to LT connection.</li> <li>Only Transformer</li> <li>Tap Changer unit, Star Rating label</li> <li>Name plate of Transformer with text visible</li> <li>LT Panel/Cabinet/Distribution box/LT Fuse arrangement with clear picture of no of outgoing LT Feeders.</li> <li>Name Plate of LT Panel/Cabinet/Distribution box</li> </ul> </li> </ul>	
	DL	

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Sr. No.	Deliverables	Vendor's Acceptance
	<ul> <li>Pole structure containing Isolating device (AB Switch/HT Fuse/Breaker) and Protecting Device (LA) with measuring device (CT, PT, CTPT unit)</li> </ul>	
	<ul> <li>Substation along with surroundings, clearly showing the fencing and mounting of transformer.</li> <li>DT meter / Check Meter</li> </ul>	
	Any other photo (Number of LT feeders etc.)	
2	If two transformers share common switching and protection system on HT side, then vendor must create drawing of such scenario and take its photos, rename the photo as Common_Switching_Transformer_UniqueID.	
3	Vendor must provide Video files generated through 'Drive' or 'Drone' or Good Quality and geotagged photos of each LT pole/LT cum HT pole connected to transformer with assets mounted on it. Proper nomenclature to be followed to easily identify and correlate each photo.	
4	Vendor must provide Field and desktop QC report to TPSODL GIS team.	
5	To deliver ESRI .shp format data of transformer, check meters and its connected LT network as per TPSODL's data model and specifications. Transformers must be connected to correct 11kV or 33kV feeder. LT network must be connected to correct transformer. Data must be made ready for migration to TPSODL's main GIS system	
6	Vendor must paint transformers and poles as per TPSODL's painting specifications and include the painting code in delivered shape file.	
7	Vendor will create unique id for each pole, tower, DT, meter during survey.	
8	Vendor must validate & approve the DT capacity, Name, ownership and cable/conductor size of each LT feeder from the respective section head/Sub-Division head of TPSODL and submit the approved copy to TPSODL GIS team.	
9	Vendor will coordinate with section in charge of TPSODL to get the clear visibility of any underground/Overhead network and DT Locations prior to survey.	

## 4.5 Asset Painting

1.Vendor should start asset painting prior or immediately after HT/LT network survey as per TPSODL asset painting methodology which will be shared by TPSODL

2.Asset painting codes will be generated by vendor through GIS system.

3. Vendor should co-ordinate with consumer survey team for seamless work.

4.Vendor should deliver pole/asset painting code vs GIS ID of every painting assets as per TPSODL painting methodology.

## 4.6 Mapping of Service line, Consumer, electrical Meter and consumer indexing

An electricity meter, energy meter, or kilowatt-hour meter is a device that measures the amount of electric energy consumed by a residence, a business, or an electrically powered device. It measures the total power consumed over a time interval.

Consumer mapping and indexing is the most important aspect of this project. TPSODL would like to locate each consumer and connect it to the right pole and transformer to utilize the

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data for energy audit. While door to door consumer survey is not part of the scope, vendor must develop complete technology platform which includes mobility, web portal, QA/QC tools/modules etc. to enable consumer collection, process the collected data and digitize it as per TPSODL's data model and specifications.

Note: Field activities for Consumer Survey are not part of the Scope under this RFP. but following is expected from the winning Bidder.

Sr.No.	Deliverables	Vendor's Acceptance
1	Vendor must provide Pole location with pole painting code/Pole unique id and Landbase data for initiating Consumer survey.	
2	Vendor must submit Photographs of meter, bill and associated metering devices if any captured using survey mobile application. Proper nomenclature to be followed to easily identify and correlate each photo	
3	Consumer mapped to correct building, consumer connected to right pole and transformer, consumer & service cable digitized in ESRI .shp format as per TPSODL data model and specifications and make it ready for migration to TPSODL's main GIS system. Deliverable layers are: a) Service Cable b) Service Point c) Consumer Meter Consumer Meter should have relation with its respective Service cable & service point.	
4	Feeder/Transformer wise Consumer data should be delivered to TPSODL for migration	

#### Table – 16.0

4.7 Mobility application for Consumer/Network/Land base Survey

Features of Mobile Application:

Mobile application should have a capability for the field data collection using mobile devices. This should have a ready to use forms and GIS capabilities which makes a profitable solution for consumer and land base survey. The solution should enable with GIS capabilities of sketching, Viewing of Small world data in GIS, capture data on field using forms and sync the data back to Small world system or Shape format(.shp) as downloadable formats.

This application should have capability of the following:

- Application should support to create, edit, store and share all types of geospatial information.
- Application should support offline/online data collection and upload to the centralized server.
- Application should support to capture current location/Live location co-ordinates for nonetwork coverage areas also.
- Application should have capabilities to integrate/adopt OCR technologies or supportive API as ready to use.

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- Application should have capabilities to capture the photos/videos and upload same to the centralized servers.
- Application should have the capabilities of re-take the photos and edit the already submitted photos data.
- Application should support both Android/IOS mobiles
- User mobile should have dual sim compatible mobiles along with full coverage network provider sim cards.

The following activities shall be performed using the solution which reduces the turnaround time and increases the efficiency of the work performed.

- Direct Import/export to Local/Remote/FTP location in .shp, kml, kmz, json, xlsx, csv formats.
- Sketching: Record/create multiple points, lines and polygons on one/base layer.
- Address, location search and Navigation from source to destination.
- Mobile Base Map: Google Map, Bing Maps, Open Street Maps, Map box
- Support for WMS/WFS/WMTS for TPSODL Landbase map and Electric data from Geo-server or GE Smallworld or any other map tile server source.
- Update/Edit set of attributes in the field using custom data collection forms/templates.
- Label of features based on feature attribute values.
- Capabilities of Geolocate/Geofencing photos, videos and audio.
- Drop down forms for faster data collection.

## A. TPSODL Assets (As per data model) Capturing

The primary role of TPSODL asset creation/updating is to accurately and consistently assess the condition/geolocation/other attributes of the assets. This will enable to carry the mobile device on the field for capturing the various key attributes along with its geolocation and photographs and videos.

## B. Sketching

Ability to capture sketches by field users using mobile devices and digital drawing tools should be part of the product. The field users can capture sketches with Point, line and polygon elements. These sketches can be downloadable in GIS Smallworld supporting format(.shp)

## C. Landbase survey:

Base map Survey needs to carried out, after creation of TPSODL defined area, which will ensure the quality of consumer mapping and other TPSODL asset mapping. Hence the desired asset/consumer will be placed at right location.

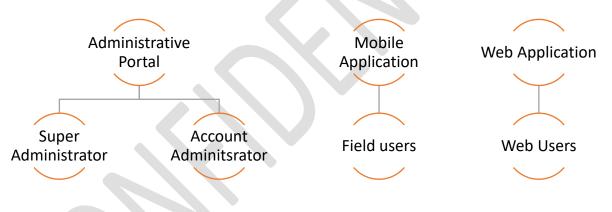
## D. Functional Detail

The Expected overall functionality of mobility component in Mobile GIS application of TPSODL is as follows

- 1. Administrative web portal
  - a. Clients for accessing administrative portal
  - b. Device Management
  - c. License Management
- 2. Mobile Application
  - a. Clients for accessing Mobile App
  - b. Creation of Projects
  - c. User Responsibility Mapping
- 3. Common Functional Requirements
  - a. Notifications (Email)
  - b. Secure Authentication

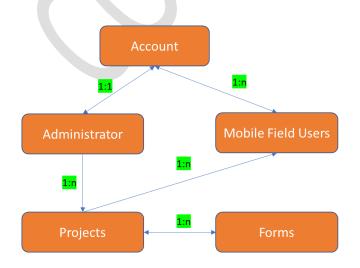
## E. User Roles

The Mobile Solution designed for TPSODL will have following user roles. These user roles are the complete user list.



## F. User Association

The following diagram depicts the association between the users and entities



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## G. Administrative portal

An administrative portal provides all the necessary configurations for defining and maintaining the application flow. It is primarily supporting functionalities associated with following user role,

- ✓ Define the mobile users\field crews
- ✓ Design forms used by field crews for data capturing.
- ✓ Define categories and associate them to forms
- ✓ Create tasks and assign them to field crews
- ✓ Associate task with prepopulated data
- ✓ Export data to Excel\CSV\Pdf formats

## H. Key Features of Mobile Application

Mobile application provides the capability for field crews to capture the data in predefined forms and works only when online.

Field crew is made available with following capabilities:

- ✓ Log into mobile application securely with credentials in online
- ✓ Preview the forms assigned by the project/work
- ✓ Fill the form with required data and submit
- ✓ Preview assigned and reassigned tasks via push notifications
- ✓ Capture information like signature, barcode, GPS location and photo
- ✓ Visualize the location of tasks and asset information through map associated with form
- ✓ View the list of records submitted

I.

## NIT No.: TPSODL/OT/22-23/024 Quality and assurance of data delivery using mobility and other Geo-Spatial analysis

#### Table – 17.0

SI no	Steps	Description	Remarks
1	Feeder wise consumer survey	<ol> <li>Survey of LT network should be completed before starting of consumer survey.</li> <li>Consumer survey should conduct Feeder wise. After completion of any complete feeder, the particular team will start survey for next feeder.</li> </ol>	Decision to be taken for Asset painting of LT/HT poles prior to consumer survey for ease of linking of LT poles to consumer.
2	Consumer mapping on SLD and data collection by Mobile application	<ol> <li>Surveyor should have LT network SLD to identify the route of network along with pole id and asset painting code.</li> <li>Surveyor will collect pole wise SC nos. on the LT network SLD in hardcopy.</li> <li>Information of consumer and Meter should be captured through Mobile application.</li> </ol>	Decision to be taken for Asset painting of LT/HT poles prior to consumer survey for ease of linking of LT poles to consumer.
3	Features for Mobile application	<ol> <li>Mobile application should have both online and offline data collection provision with TPSODL Data Model.</li> <li>Building, pole and DT data should be available in the background of Mobile application.</li> <li>In no network area, mobile application should have provision to download the Pole and building information for the area in which survey is conducting.</li> <li>Mobile application should fetch Consumer information's according to SC no from FG with validation of respective onsite Meter no or FG Meter no (available in bill).</li> <li>Need to capture Pole no, Meter and Bill Photo.</li> <li>Ensure, no data loss of surveyed data.</li> <li>Surveyor should have access to mention missing buildings and Poles.</li> </ol>	
4	QC tools will run on collected consumer data in digitisation platform	<ol> <li>QC checks should run on the collected data for data cleaning.</li> <li>a) Meter nos. checks as per the Meter picture.</li> <li>b) Pole no mentioned against a consumer should be within 40-meter span distance from building edge.</li> <li>c) Mentioned building against a consumer should be with a buffer of 10 to 20 meter.</li> <li>d) Checks for Pole id and building no collected from survey should match with the data available in database.</li> <li>e) Checks for correct DT no and LT circuit id mentioned in surveyed data. Pole mentioned in consumer data must match with the network passing through the same pole.</li> <li>f) Identification of buildings, which has no consumer.</li> <li>g) Service cable must be snapped with correct LT circuit.</li> <li>h) Tool for Consumer meter placement in correct building.</li> </ol>	



SI no	Steps	Description	Remarks
5	Vendor will provide Feeder wise consumer data	1. Final Consumer data as per TPSODL Data model should deliver for migration with three layers Service cable, Service point and Consumer Meter.2. All the layers have inter-link relation to identify the nos. of consumer connected from a particular service cable or service point.3. Ensure all the consumers captured as per shared Master data. (Feeder wise)	

## 5. Data QC/QA

- All the data collected for the project will be freshly collected and no past data will be used for this project. This should be verifiable and will be verified from time to time.
- Vendor will perform detail quality checking of data and submit the detail report with written assurance to TPSODL.
- QC/QA process of both Field and Digitisation of network and Landbase should be demonstrated to TPSODL.
- QA/QC document will be shared by TPSODL.
- Separate dedicated manpower should be deployed on project site for QA/QC process. Resources shall be deputed at TPSODL premises with their own infrastructure.
- Vendor should facilitate to track the field surveyors through GPS location.
- Tool for quality and review mechanism of data. GE compatibility quality checks shall be shared by TPSODL incorporate in their QC/QA/Digitisation platform for data integrity.
- QC/QA rules will be finalized in consultation with TPSODL GIS technical team.

## 6. Deliverables from Vendor

The vendor must provide deliverables which includes geospatial survey and digitization of following as per TPSODL's data model and specifications in ESRI (.shp /. gdb) format.

- Land base as per TPSODL data model.
- 33kV/11kV Primary Substation and its internal.
- Technical attributes of 33kV, 11kV, LT electric network which includes conductors, Poles, Transformers and other assets in electrical distribution system.
- Asset painting
- The scope of work also includes post survey updating of the time-to-time changes in network element(s) till the migration of the validated data to GIS database.
- The deliverables will be approved after migrating to GE Smallworld database and qualifying Post Migration checks.
- Data model and specifications will be shared with the vendor who will purchase the bid document.
- Vendor should have a methodology to avoid overlay of existing data with edge matching process. This will ensure the data accuracy, continuous connectivity and duplicate assets.
- Vendor should provide user management dashboard as well as asset dashboard to maintain & manage survey data.
- Dashboard application should have workflow management to track the changes or update the changes.
- Ownership of survey data should have with TPSODL. Once data has been handed over to TPSODL, the same should not be shared with anyone. Vendor should provide Daily/Weekly back up of Surveyed data to TPSODL environment.

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• Bidder should deliver migration ready consumer data to TPSODL with the coordination of Consumer survey vendor.

### 7. Methodology to create the data:

- Use of Advance technology which will reduce human interference in collecting data and digitization (Landbase, electrical assets & network) from the field and thereby reduce human induced errors and achieve high data quality in first go
- Approach to be used for creating network data in GIS should be reverifiable, readily available and can be corrected at any point of time from any location without visiting actual asset location. This applies to raw and processed data.
- The data obtained from the field should be used to create output maps in a fast, repeatable, and reliable fashion with existing geo-projection system.
- The input data should have capability to provide reliable outputs as per the data model (threshold value). Any input below a threshold value should be rejected at source.
- For faster and quality capturing of data from the field satellite images, drive-through videos, drones or photographs, excellent mobile applications shall be used.
- Photos captured through mobile devices should be discernable and should allow to identify all the necessary features required for distribution utility mapping up to tail end network and also in line with TPSODL GIS data model.
- If data is captured through drive-through, resulted videos or photos should be usable for manual interpretation apart from its use in Al/ ML. It should have a provision to extract individual frames of photos from these images/videos where individual features required for distribution utility mapping.
- Mobile apps should be created and deployed at TPSODL infrastructure for various aspects of field data collection e.g., Network and asset data, which will be suitable for the requirements of the field and its users.
- Mobile application should be compatible in both online and offline mode.
- All V&I (Drive through videos, Drone images, photos) data that are captured should be geo-tagged.
- Preferable outputs should be obtained from images captured from various sources and processed through various cutting-edge technologies and techniques available viz. Artificial intelligence, Deep learning, Machine Learning techniques and OCR.
- Obtaining of OCR license will be the responsibility of vendor.
- Licensing part and IP rights to be handover to TPSODL.
- The metrics of reliability of the outputs should be measurable and quantifiable.

## Project Timeline

The project shall be completed within 18 months from the date of award of contract and the scope stated below shall be completed & delivered within the mentioned time period. Vendor should deliver complete PSS, 33kV, 11kV, DSS, LT network and consumer mapping along with indexing on weekly basis.

Table – 1	8.0
-----------	-----

SI No	Scope	Timeline
1	Resource Mobilisation	Within 15 days after award of contract
2	Development of Web Portal for survey Data monitoring	Within 30 days after award of contract
3	Mobile Application for Asset Painting, Network Survey and Consumer Survey	Within 30 days after award of contract

• Note: The requirement for Consumer Mobile application may be dropped during the contract award time.

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## 8. Project Management:

## Table – 19.0

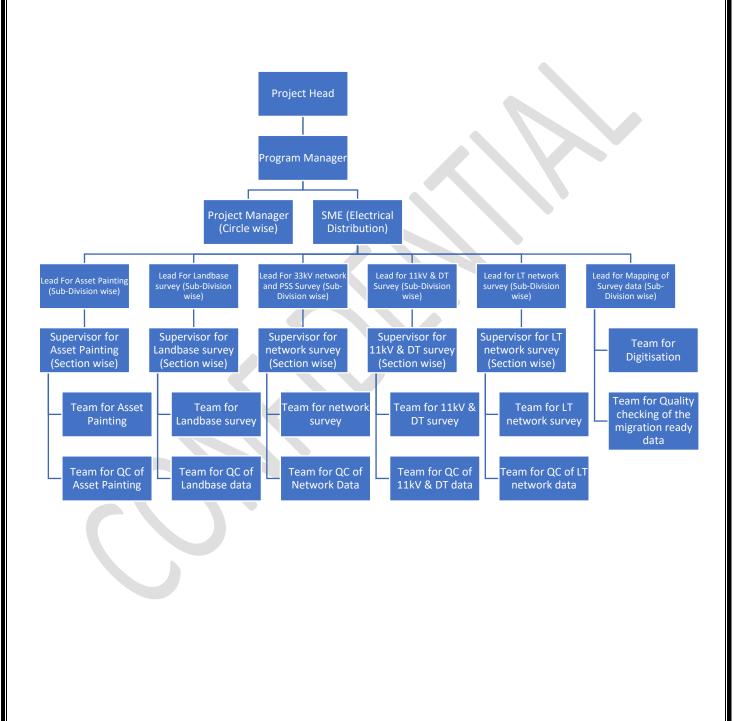
SI No	Priority Circle Name	Work Completion Time
1	Aska & Jeypore Circle	1st Month-6th Month
2	Rayagada & Bhanjanagar	7th Month-12th Month
3	Berhampur	13th Month-18th Month

Project of Mapping Distribution network over 50,000 sqkms is very complex in nature and involves numerous stakeholders, its critical to apply best project management practices for the success of the project. Vendor must put industry standard project management practices for project initiation, planning, execution, monitoring & controlling reporting and closing of the project.

- Vendor must adopt suitable project methodology preferably agile methodology to execute the project.
- Vendor should have minimum manpower strength of 100 resources within TPSODL service area with their own office facilities.
- Project shall be executed within TPSODL project site and service area only.
- Bidder should deploy circle wise separate project manager, sub-division wise individual team leader, section wise super visor and sufficient field surveyor to execute the project within the given time line.
- Project Manager and project team must be placed on TPSODL project site and service area only.
- Onsite project manager must have at least +15 years of experience in electrical utility projects and team leader must have +5 years of experience in man power handling of electrical project.
- Appointment of any sub vendor/BA should be discussed with TPSODL authority. Capability of vendor must be demonstrated to TPSODL. Vendor must provide all compliance document like EPF, ESI & HR proof of employees.
- Bidder should develop fully equipped offices of at least 5000 square ft area at Berhampur as well as every circle till the end of the project.
- Bidder should also develop temporary offices with minimum essential equipment at ever section for smooth running of project.
- Management of sub vendor/ BA and its resources to be handled by Vendor.
- TPSODL will provide safety training and also will share related documents to the vendor.
- Project monitoring and execution should be supportive Scrum Board.
- Vendor must share the profiles of project manager and project team for review and approval.
- If TPSODL find any member of project team is not suitable/capable, then TPSODL may reject member of the project team without any clarification to vendor. The same resource should be replaced with a suitable resource within one week of rejection.
- The escalation matrix shall be decided during project initiation stage in consultation with TPSODL GIS team.
- Weekly, Fortnight, Monthly and Quarterly meetings shall be conducted to track the project progress. The participants of TPSODL and Vendor team of these meetings shall be decided during initiation of project.



- 9. Deployment of manpower by Vendor:
  - The vendor will deploy following manpower to execute the project.





Considering big picture of the project, explain and elaborate your project management approach to successfully complete this project. Give detail response/document on following.

Table – 20.0

Sr. No.	Project Management Activity	Has vendor submitted detail document (Yes/No)?
1	Project Organization chart and list of stakeholders with their specific roles in the project.	
2	Proposed project plan and milestone delivery schedule.	
3	Relying on the use of various sources of imageries and videos obtained from the field as inputs and using latest techniques of automatic feature detection through model training and machine learning, explain with flowcharts and activity details how you will carry out the following activities considering different scenarios in the field, TPSODL data model and specifications. For each step of activity please mention 'proposed technology', 'Approximate Time required for each step', 'Type of resource involved'. Estimate Activity duration for a single unit of the activity e.g., for 'Survey of single PSS', 'Digitization of single PSS', or 'Survey of 1 km of 33kV line'/11kV line/LT line & 'digitization of 1 km of 33kV line'/11kV line/LT line'.	
	<ul> <li>Survey and digitization of land base</li> <li>Survey and digitization of PSS</li> <li>Survey and digitization of assets and network</li> <li>Asset painting</li> </ul>	
4	Please let us know how you will take care of approvals that are to be required during survey and data collection.	
	Please elaborate on the Quality control and assurance that you will apply for the following processes:	
5	Data collection for land base, electrical assets Various images and video inputs Outputs from mobile based data collection Digitization Please mention about the quality checklist and metrics for all different activities that you will perform during various stages of the project.	
6	Based on proposed project plan, daily work progress tracking dashboard/Scrum board, delivery schedule, workflows, quality plan, prepare resource requirement (man, machine, material) for each activity for each week.	
7	Please let us know how you will arrange resources to meet schedule, quality criteria for each week.	
8	How will you ensure that the staffs engaged in the project are adequately trained to deliver quality outputs in an efficient manner?	

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Sr. No.	Project Management Activity	Has vendor submitted detail document (Yes/No)?			
9	How project performance will be monitored and controlled? Please let us know reports /dashboards that will be generated to ensure project is on schedule, meeting quality criteria's and there is continuous improvement in the metric including upcoming risk identification and mitigation.				
9	<ul> <li>Survey of land base, PSS, 33kV, 11kV, LT network</li> <li>Digitization of land base, PSS, 33kV, 11kV, LT network</li> <li>Asset painting</li> </ul>				
10	Project management information system (e.g., an automated tool, such as scheduling software tool, a configuration management system, an information collection and distribution system, or web interfaces to other online automated systems, Daily reporting of planned vs achieved for each of the parameters/deliverables, Weekly & Monthly Review formats)				
11	Escalation matrix				
12	Skill set matrix to resources engaged in different type of activities of the project				
13	How innovatively vendor will enable TPSODL to do QC and monitor project activities.				

#### 9.1 Technology implementation

For entire project duration, a large volume of data will be generated. An ecosystem of technology which will include hardware, software and mobile applications need to be developed and implemented by vendor to manage effective flow of data from 'field data collection' up to delivery of data in TPSDOL data model format. There should not be data leakage at any stage of the data collection, transfer, or processing.

Vendor to provide documents focusing on proposed technology to achieve project objective for following activities.

Table – 2	1.0
-----------	-----

Sr.No.	Activity	Document Submitted (Yes/No)
1	Survey of land base, PSS, 33kV, 11kV, LT network	
2	Digitization of land base, PSS, 33kV, 11kV, LT network	
3	Quality Checking tools	
4	Asset painting	
5	Mobile Application for Consumer Survey, mapping and indexing	

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#### 9.2 Data Model and specifications:

Data model and specifications will be shared with the vendor who will purchase the bid document. Against each attribute of data model, vendor must mention the technology that will be used to capture each attribute in following sample format.

#### Table – 22.0

Object Name	Field Name	Source for collecting the data	
Building	Building Name	Mobile Application/Drive/Drone	
Pole	Pole Height	Mobile Application/Drive/Drone	

# 9.3 Questionnaire: Below is the list of questions which vendor must answer to ensure

vendor is in better position to execute scope of work.

Table – 23.0

Sr.No.	Vendor to describe its method to capture following
1	How vendor will do survey of Poles/Towers in agricultural areas, forest, Hilly area and inside water bodies?
Response	
2	How vendor will locate pole/Tower at correct side of the road. And also, its correct mapping in the GIS system
Response	
3	How will vendor identify and collect multiple feeders running through a single pole?
Response	
4	Branching point of lines: If there are multiple lines on pole, how will you identify on which line there is a tapping point?
Response	
5	How will you identify OH Conductor size and material of a conductor?
Response	
6	How will you identify nos. of core, type, and size of an UG Cable?
Response	
7	Where jumpers are located on lines?
Response	
8	How will you identify if jumper is open or closed?
Response	
9	How will you differentiate 33kV and 11kV pole/Tower?
Response	

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	NIT No.: TPSODL/OT/22-23/024	
Sr.No.	Vendor to describe its method to capture following	
10	How will you locate and collect data of RMUs installed in between 11KV/33 KV Feeders?	
Response		
11	Lines are running in hundreds of kms, how vendor will ensure entire length of line including its branches are captured?	
Response		
12	How will you identify and collect data of boundary meter or crossover meter which are installed at the geographical boundary of sections?	
Response		
13	If n/w is captured using drone, drive, photo, manual survey in combination, how these inputs will be processed together?	
Response		
14	33kV and 11kV line may run into hundreds of kms which may take several days for survey, and more days for digitization, QC, and final delivery. Instead of waiting for many days for delivery of a long feeder what is minimum length of delivery proposed by vendor?	
Response		
15	How vendor will ensure that delivered data (all type of network objects) is as per data model of TPSODL and there are no digitization errors so as to achieve smooth migration to main GIS system of TPSODL.	
Response		
16	In case of multiple 11 kV or 33 KV circuit from pole, how vendor will identify correct line from which transformer is getting supply?	
Response		
17	How No. of LT feeders coming out of DT will be identified?	
Response		
18	How LT poles on non-motorable or not easily walkable road will be captured?	
Response		
19	How open/close jumper and ring main points will be identified and captured for LT Circuit?	
Response		
20	How live and disconnected network will be identified?	
Response		
21	How will you ensure 100% LT network of a DT captured in survey?	
Response		
22	How will you differentiate LT circuit? of 2 different DT's on a single pole?	
Response		
23	How will you incorporate part of LT network or pole in main database which was missing but found during consumer survey?	
Response		
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	NIT No.: TPSODL/OT/22-23/024
Sr.No.	Vendor to describe its method to capture following
24	If in an area there are multiple DTs then what method will you follow to not mix LT network of two DTS and correctly capture LT network belonging to a particular DT
Response	
25	In how many days, vendor will provide final LT Network of Transformer for migration after its survey?
Response	
26	How Vendor will generate unique ID for 33kV, 11kV, LT pole, transformers and other major assets in backend for pole painting.
Response	
27	How Vendor will ensure asset number generated in system and that is being painted in the field are identical?
Response	
28	What is the methodology vendor will adopt in situation of no telecom network/no signal areas for survey?
Response	
29	How vendor will find consumers which are missed out during the survey?
Response	
30	How to ensure only good quality and geo tagged photos are captured for meter and bill which can be identified using OCR
Response	
31	How mobile application will enable to collect details about meter if good quality photograph of meter cannot be taken
Response	
32	How correct pole will be identified from which consumer meter is connected?
Response	
33	How consumer will be placed in correct building on map?
Response	
34	How vendor will collect the details of associated measuring devices (CT, PT, CTPT Unit) to the meter.
Response	
35	How vendor will report the details of consumers found without meter / bill or both.
Response	
36	In how many days, consumer surveyed will be made available for migration?
Response	
37	How, vendor will start painting of assets in 5 days after the survey of particular asset
Response	
	-

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# 10 SLA and Penalty

Table – 24.0

Layer	Type of QC Check	Accuracy Required	Method of QC by TPSODL	Penalty	Remark
33kV/11kV/LT Network	Count of 11kV poles	99 % poles should be captured	TPSODL will do joint survey of 1 km of line along with vendor for each 11kV feeder. Any increase or decrease of pole count by 1% will lead to rejection of data	1 % of total cost towards survey and digitization of particular 11 kV feeder.	For rejecting 11 kV feeder, listed criteria will be considered. Penalty will be 1% for first rejection, subsequently for every rejection 1 % more will be deducted, maximum up to
	Positional accuracy of poles	99%	Same as above	1 % of total cost towards survey and digitization of particular 11 kV feeder.	10% of project cost.
	Attributes accuracy of network	95%	Same as above, out of 500 attributes which are collected from filed survey, if error of more than 5% is found the data will be rejected	1 % of total cost towards survey and digitization of particular 11 kV feeder.	
PSS	Attributes accuracy & Positional accuracy of PSS Assets	99%	TPSODL will do joint survey of PSS with vendor for each PSS. Positional accuracy or any attribution error exceed more than 1% will be rejected	1 % of total cost towards survey and digitization of particular PSS.	For rejecting PSS, Penalty will be 1% for first rejection, subsequently for every rejection 1 % more will be deducted, maximum up to 10% of project cost.

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					TPSODL/OT/22-23/024
Consumer	Positional	97%	Consumer	1 % of	For rejecting
mapping and	(only that		indexing w.r.t.	total cost	consumer data
Indexing	part which		following	towards	of any Feeder,
	is scope of		hierarchy	digitization	Penalty will be
	vendor)		structure	of	1% for first
	and		(Consumer –	consumer	rejection,
	Attribution		Building – Pole	of 11 kV	subsequently for
	accuracy		- DT – Feeder,	feeder.	every rejection 1
			Consumers to		% more will be
			be delivered as		deducted,
			per Feeder.		maximum up to
			Sample of 500		10% of project
			nos. of		cost.
			consumers will		
			be selected for		
			QC		
Landbase	Missing	95%	QC for missing	1 % of	For rejecting
	Landbase		Landbase	total cost	Landbase data
	data		feature in a	towards	of any section,
			section is more	the sqkm	Penalty will be
			than 5%	cost of	1% for first
				respective	rejection,
				section.	subsequently for
					every rejection 1
					% more will be
					deducted,
					maximum up to
					10% of project
					cost.
Asset	Wrong	95%	TPSODL will	1 % of	For rejecting,
Painting	asset		do joint survey	total cost	any one criterion
	codification		of 500 assets	towards	is enough.
	or missing		along with	Asset	Penalty will be
	of any		vendor for any	painting.	1% for first
	asset		PSS. Any		rejection,
	painting		deviation will		subsequently for
			lead to 1% will		every rejection 1
			lead to		% more will be
			rejection of		deducted,
			data		maximum up to
					10% of project
					cost.
	1				

• Note: The overall penalty cost will not exceed to 10% of project cost considering all scenarios.



#### 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 <u>specifically</u> 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	Firm / Variable
	(If variable indicate the price variation	
	clause with the ceiling if applicable)	
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	%
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days)	Yes / No
	(From the date of opening of bid)	
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	Yes / No
	Industrial Undertaking Act 1992	(If Yes, indicate, SSI Reg'n No.)

# Seal of the Bidder:

Signature: Name:



# <u>ANNEXURE V</u>

# Checklist of all the documents to be submitted with the Bid

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

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

Seal of the Bidder:

Signature: Name

# TPSØDL

NIT No.: TPSODL/OT/22-23/024

# **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 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

Attached: NA

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# Annexure VIII

Attached-General Condition of Contract

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TDCADI	TP SOUTHERN ODISHA DISTRIBUTION LIMITED	
TPSØDL	WORK INSTRUCTION /OPERATING GUIDELI	NES
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# 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

#### 2.0 ETHICS

In our effort towards Excellence and in Management of Business Ethics at 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

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# 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

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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.

Bid validity will stand get automatically extended from the date of latest Negotiation event i.e. Reverse Auction or Manual Negotiation and accordingly bid shall be valid further

- i. For minimum 45 days if original bid validity duration is lesser than 45 days at latest negotiation date.
- ii. For actual bid validity duration if original bid validity is more than 45 days at latest negotiation date.

#### 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

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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.

<u>Completeness</u>: 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

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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.

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- 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

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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.

# 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

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

For execution of contracts beyond contract execution time, where the delay is not attributable to 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 Bhubaneswar.

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

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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,

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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

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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:

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

- MSME Business Associate registered in the State of Odisha is requested to inform the TPSODL if they fall under provisions of the Micro, Small and Medium Enterprises (MSME) Category and provide necessary documents to TPSODL. The Associate also needs to mention the relevant details on their invoice / bill.
- ii. MSME Business Associate registered in the State of Odisha shall submit the selfundertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPSODL, enabling them to avail the consequent benefits, failing which TPSODL may take appropriate action against such defaults.
- iii. **Tender Fees -** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
- iv. **Earnest Money Deposit (EMD) -** EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

# v. Qualification Requirement for Open Tenders

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

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

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

# 9.5 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.

# 9.6 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**

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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

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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

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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

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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.

# 13.1LD 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/outsource 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**

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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:

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- 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 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

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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:

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- 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 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.

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

On receipt of resumption notice from 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.

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- 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.

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- 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

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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 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.

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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.

## BA shall also ensure Purchase of Special Covid Insurance policy of ₹ 5 lacs for the legal heir(s) of deceased BA employees (in case of death due to Covid- 19)

i. BA to take appropriate Special Covid Insurance policy from a reputed insurance agency prevailing in the market so that all the BA employees are covered under the purview of ₹ 5,00,000/- compensation, in case of death due to Covid -19.

BA shall be required to purchase the policy immediately post receipt of LOI / Work Order.

- ii. If it is found that the BA employee(s) is/are not covered under the purview of Special Covid Insurance Policy, the concerned BA shall be liable to pay the entire sum of ₹ 5,00,000/-.
- iii. Cost of the Covid Insurance policy shall be borne @50% each by the BA and TPSODL. BA will be reimbursed @50% of the Annual Premium based on the original money receipt and policy copy.

#### 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.

#### 28.0TRANSFER 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.

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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 <u>www.tpsouthernodisha.com</u> 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.

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	А
3.	Performa for Performance Bank Guarantee (CP cum EP)	В
4.	Performa for No Demand Certificate by Associate	С
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	Н
10.	Acceptance Form For Participation In Reverse Auction Event	I
11.	Form for RTGS Payment	J
12.	Contractor Safety Management System	К
13.	Vendor Appraisal Form	L

#### 31.0 LIST OF ANNEXURES

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#### ANNEXURE-A

#### PROFORMA FOR BID SECURITY BANK GUARANTEE

#### **TP Southern Odisha Distribution Limited**

#### Berhampur

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.

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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)	
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#### ANNEXURE- B

#### PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

#### (On Rs.100/- Stamp Paper)

#### Note:

(a) Format shall be followed in toto

(b) Claim period of one month must be kept up

(c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

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#### **TP Southern Odisha Distribution Limited**

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 1 Vendor") erection civil for the supply cum 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.
- 4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
- 5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising

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

- 6. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to "the Vendor's" liabilities in respect of the premises
- 7. This guarantee shall not be affected by any change in the constitution of our Bank or "the Vendor" or for any other reason whatsoever.
- 8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at 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)
- 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.

this	day of	200
,		
	Bank's rub	ber stamp
	Banks full	address
	Designatio	n of Signatory
	Bank officia	al number
		Bank's rub Banks full a

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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 severely 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 Place (Company Seal) Signature Name Designation

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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

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#### 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) <u>Integrity</u> We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.
- b) <u>Understanding</u> 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) <u>Excellence</u> 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)** <u>Unity</u> 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) <u>Responsibility</u> 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) <u>Agility-</u> 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.

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of 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 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for 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.

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- I) 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 / enchasing 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 <u>'Statutory Compliance Enforcement System'</u> 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).

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

#### 7.0 <u>Requirements during execution of work:</u>

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ 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. 2.		me of Agency : ure of work :
3.	Local Address with Ph. No.	-
	(With Father's name)	
4.	Permanent Address (Full)	
5.	PF code no. & Place	: O <sup>K</sup>
6.	ESI Code no. & Place	S
7.	Name and address of	:
	Sub-contractor (if any)	
<u>B.</u>	Details of Work	
8. 9.	Name of work (as specified in LOI/LOA) 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.
≻s	supervisory Staff :	
۶V	Vorkers :	
14.	Do you have any other contract in TPSO	DL : Yes/No

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If yes, furnish details:

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

Name	of	Insurance	Company
		No	Number of persons
covered Perio	od 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

### <u>Undertaking</u>

	Ι		hereby undertake	that all the
	dues in respect of my employmen	with M/s		fo
	the period of	to		have
	been settled and final payments incl	uding retrenchment bene	fit have been made to n	ne in full.
			5	)
Date:				
	CON			
	AFRAN			
	GV.			

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#### Form XI

#### <u>Undertaking</u>

wor	k order	No				vide
date	ed	-				
I		on behalf of			G	
M/s			h	ereby underta	ake:	
1.	•	t of the workmen/ emplo visions of relevant statute		d by us for the	e said cont	tract,
	i. wages/ salary					
	ii. PF & ESI, Berh	ampur Labour Fund	(			
	iii. All other statuto	ry obligation				
	has been paid /settle	ed in full and no amount/	compliance is c	lue/ pending.		
			6			
2.	payments, M/s			d workers i.r will settle th borne —	-	
_		$\square$				
3.	That M/s	re liability i.r.o. any statut	ory obligation in	•	indemnify	
		To hability i.i.o. any statut	ory obligation in			
Date						
Date	e.					
	R					-
			(			)
			Authoriz	ed 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	n establishment of
the		(name and address	of the Principal
Employer)	for	which	License
No		dated	has
been issued to me/us	by the Licensing Office	er	(name of the
Headquarters), has	been commenced	/ completed with	effect from
	date / on date.		
		Signa	ture of Contractor
GENERA			With Office Seal
nspector			

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#### 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 \_\_\_\_\_to \_\_\_\_\_
- 5. No. of days during the half year on which
  - (a) the establishment of the principal employer had worked
  - (b) the contractor's establishment had worked
- 6. Maximum No. of contract labour employed on any day during the half –year:

Men	Women	Children	Total

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

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total		
~~~~					

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided -

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(i) Canteen       :         (ii) Rest rooms       :	
(iii) Drinking water :	
(iv) Crèches :	$\bigwedge$
(v) First Aid :	
	Signature of contractor
Place	
Date	
CHNERAL CONDITIONS	

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#### <u>ANNEXURE – G</u>

## UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :				
Tender No. :				
Item :			R	A
With reference to the tender m	entioned above,	I/We	$\sim$	
hereby undertake that	the workmer		engaged	by M/s
	for the job aga	ainst said tender	shall be com	petent in all
respect, commensurate to the na	ture of job.	OK I		
		29		
Date:	JO'			
Ç		(		)
A		Authorized Signa	atory	
		For M/s		
GER.		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 asso □ OEMs	ciated with us as □ Service Contractor □ Material Suppliers □ Material & Manpower Supplier
	ciated with us for I year □ More than 1 year but less than 3 years □ More than 3 years
Your office is	located at □ Within 200 kms from Berhampur □ More than 200 kms from Berhampur
	urnover with TPSODL 25 Lacs
Additional in	formation

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)

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### <u>SECTION - A</u>

(Please  $\sqrt{}$  mark in the relevant box and give your remarks / suggestions / information for our improvement.).

		1	2	3	4	5	
S. No.	Parameters	Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	Remarks/ Suggestion
1	You receive all relevant queries / tenders from us in timely manner.					~	$\langle \langle \rangle$
2	We provide you enough lead time to respond to our queries / tenders.					0	2
3	We provide you adequate support (drawings, documents, clarifications, briefing etc.) to enable you meet our requirements.					5	
4	All following elements of our contract / purchase order are rational:						
4.1	Scope of Work		$\bigcirc$				
4.2	Delivery / Execution Schedule	$\langle \langle \rangle$					
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 support for timely and quality completion of work (including AMC)						
10	TPSODL Engineer-in-Charge						

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		1	2	3	4	5	
S. No.	Parameters	Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	Remarks/ Suggestion
	timely certifies the jobs executed/ material supplied						C.
11	TPSODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						RA
12	BIRD (Bill Inward Receipt Desk)* initiative has improved payment disbursement process (under development)				(	0	
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?					$\mathbf{c}$	
14	TPSODL never defaults on contractual terms				)		
15	In TPSODL Contracts closure is done within set time limit			2			
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience	X	(0)				
17	Bank Guarantees are released in time bound manner	5					
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPSODL Employees follow Ethical behavior						
Ċ	Ethical behavior						

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#### SECTION - B

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPSODL employees you interact with from following team?						S
1.1	Project Engineering						.0.5
1.2	District / Zones						
1.3	Projects/HOG (TS &P)					7	
1.4	Inspection & Quality Assurance				C		
1.5	Stores					-	
1.6	Metering & Billing			$\bigcirc$			
1.7	Accounts / Finance		Ç				
1.8	Administration		0				
1.9	IT & Automation		D.				
2	How would you rate TPSODL in comparison to your other clients in terms of <b>fairness of treatment and</b> <b>transparency</b> with its Business Associates?						
3	How would you rate TPSODL in comparison to your other clients in terms of <b>processes and systems to</b> <b>manage partnership</b> with its Business Associates						
4	How would you rate TPSODL in comparison to your other clients in terms of <b>building long term &amp;</b> <b>mutually relations</b> hip with its Business Associates						

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#### <u>SECTION – C</u>

Please  $\sqrt{}$  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?				$\sim$	
3	Would you refer TPSODL name to others in your community, fraternity and society as a professional & dynamic organization?			5		

## 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
G						
AFR						
Gr.						

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#### <u>SECTION – E</u>

## Please $\sqrt{\text{mark in the relevant box and give your remarks / suggestions / information for our improvement.}}$

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

We thank you for your time and courtesy!!



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#### ANNEXURE - I

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

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

In a bid to make our entire procurement process more fair and transparent, 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:

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

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#### 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

Name & Address of Bank

Bank Contact Person's Names

Bank Tele Numbers with STD Code

Bank Branch MICR Code

Bank Branch IFSC Code

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

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

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:

2

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)

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# <u>ANNEXURE - K</u>

# 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.

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# 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, AMI, MRG, etc. *Annex3.6*
- 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.

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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.

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**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 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

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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 / nonstandard 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.

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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

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#### 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	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/		
to be given to BA supervisor / Engineer in-charge. (Automatically generated if Site audit done through Mobile App.)	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). (Automatically generated if Site audit done through Mobile App.).	SAFETY Group		
$\downarrow$			
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 3<sup>rd</sup> violation.

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# 6.3 Safety Violation Escalation Matrix 6.3.1

GENERAL

	Consequence of Safety Violation Observed (Not related to Incident/ Accident)			Violatio	n	
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	А	В	С	D	
2	Improper Working at Height	А	В	С	D	Will attract the same penality
3	Working without proper tools and tackles	A	в	С	D	as applicable in the 4th violation.
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	А	В	С	D	
5	Violation of SOP/ WI	в	С	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	С	D	E		
Legend	Action to be taken	Respo	nsibility	Penality Am	nount (in Rs.)	The number of
Α	Warning letter	Engineer In	Engineer Incharge		Nil	
В	Levy of Penalty	Engineer Incharge		2,0	000	be calculated cumulatively
С	Memo to BA & Levy of Penalty	Head of Group		4,0	000	over the
D	Memo to BA & Levy of Penalty	Head of Department		10,000		contract period
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department		1.00	0,000	and not on monthly basis.

Figure 6.3 (1a)-Penality Matrix for Safety violation (Applicable for Minor Contracts)

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	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.)	В	С	D	D	Will attract the	
2	Improper Working at Height	В	С	D	D	same penality as applicable in the 4th	
3	Working without proper tools and tackles	А	В	С	D	violation.	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	В	С	D	E		
5	Violation of SOP/ WI	С	D	E			
6	Working without adherence to PTW process or authorization/ Safety Zone	С	D	E			
Legend	Action to be taken	Respoi	nsibility	Penality Am	ount (in Rs.)	The number of	
А	Levy of Penalty	Engineer In	charge		000	violations are to	
В	Memo to BA & Levy of Penalty	Engineer In	Engineer Incharge		000	be calculated cumulatively	
с	Memo to BA & Levy of Penalty	Head of Gro	up	25,000		over the	
D	Memo to BA & Levy of Penalty	Head of Department		50,000		contract period and not on	
Е	Memo to BA, Levy of Penalty and termination of Contract	Head of Dep	partment	1,00,000		monthly basis.	
	Figure 6.3 (1b)-Penality Matrix for Safe	ety violation (A	Applicable fo	or Major Contr	acts)		

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.

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Consequence Of an Incident / Accident (In case of <u>MAJOR</u> contract)			Incident	/ Accident		Action Required
SI. No	Type of the injury	1st	1st 2nd 3rd 4th			
1	Slight injury (First Aid Case)	(Strengthening of pr	F (Strengthening of process through continuous improvement in the work procedur			
2	Minor injury (No or Hospitalization less then 48 Hrs)	F	G	G	н	Take risk reduction measures
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	G	G	н	I	uction s
4	Single fatality	J	к			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	ĸ			-	Prable
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		·
F	Memo to BA and levy of penalty	Engineer Incha	rge	5,000/-	The number of	
G	Memo to BA and levy of penalty	Head of Group		20,000/-		
н	Memo to BA and levy of penalty	Head of Group		50,000/-	<ul> <li>violations are calculate</li> </ul>	ed
I	Memo to BA and levy of penalty	Head of Depart	Head of Department		cumulatively over th contract period and	
J	Memo to BA and levy of penalty	Head of Department		5,00,000/	not on month	ly basis.
к	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head		10,00,000/-		
	Figure 6.3 (2) - Penalty Mat	rix for Incident /	Accident in Maj	or 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)			Inciden	t / Accident		Action Required
SI. No	Type of the injury	1st	2nd	3rd	4th	on ired
1	Slight injury (First Aid Case)	(Strengthening of p	L (Strengthening of process through continuous improvement in the work)			Take r r
2	Minor injury (No or Hospitalization less then 48 Hrs)	L	м	м	N	Take risk reduction measures
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	м	м	N	0	uction s
4	Single fatality	Р	Q			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	Q				erable
Legend	Action to be taken	Responsibility	ù.	Penalty (in Rs.)		÷
L	Memo to BA and levy of penalty	Engineer Incha	arge	5,000/-	The number of	
м	Memo to BA and levy of penalty	Engineer Incha	arge	10,000/-		
N	Memo to BA and levy of penalty	Head of Group		25,000/-	violations are calculate	
ο	Memo to BA and levy of penalty	Head of Depar	tment	1,00,000/-	cumulatively contract peri	od and
Р	Memo to BA and levy of penalty	Head of Department		3,00,000/	not on month	ly basis.
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 Mat	rix for Incident /	Accident in Mi	nor Contracts		

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(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:

# Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs.

- i. It is mandatorily required to take the GPA policy coverage of ₹ 15 Lacs by the BA for his employees from a reputed insurance agency.
- ii. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order.

#### I. For Death or Permanent / Total Disablement

The BA shall take an insurance coverage of at least Rs. 15 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

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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. 15 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.

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					
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)/	Chief Finance Officer / Chief (Operating & Safety) / Chief					
CEO & MD	Executive Officer & Managing Director					
COS	Corporate Operation Services					
CAP	Centralized Account Payable System					
PTW	Permit To Work					
GCC	General Conditions of Contract.					

#### Abbreviations Used in the Document

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# Annexure 1 (Refer Para 3.1)

# Business Associate Safety Management System Questionnaire

Certification						
The information provided occupational health and sa				mary of the	company's	3
Company Name:						
Turnover and experience:		Name	of top offic	er:	<u>~</u>	$\mathbf{G}$
Date:		Positio	on			
Contract Details					11	
Contract Name			Contract	Number:		
Business Associates Safety Manag Questionnaire	gement	System	Marks	Yes	No	Score achieved
Safety Policy and Management						
- Is there a written company Safety po	licy?		1			
- If yes provide a copy of the policy, if Note 1.	<sup>i</sup> No plea	se refer	5			
		$\bigcirc$				
<ul> <li>Does the company have an Safe system</li> <li>If yes provide details, if No please refer</li> </ul>		gement	1			
- Is there a company Safety Mana manual or plan?	gement	System	2			
- If yes provide a copy of the content pag refer Note 1.	je(s), if No	o please				
<ul> <li>Are Safety and occupational health clearly identified for all levels of M staff?</li> <li>If yes provide details, if No please refer</li> </ul>	lanageme		2			
Safe Work Practices and Procedures						
- Has the company prepared procedures or specific safety instruct		perating evant to	1			

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Certification				
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		20	2,
- Is there a documented incident or accident investigation procedure?	1	6		
- If yes provide a copy of a standard incident report form, if No please refer Note 2.		0		
- Comments	Ó			
	S			
Safety Training				
- Describe how occupational health and safety training is conducted in your company	2			
If No please refer Note 1.				
- Is a record maintained of all training and induction programs undertaken for employees in your company?	1			
- If yes provide examples of safety training records, if No please refer Note 2.				
- Are regular safety inspections / audits are undertaken at worksites?	1			
-If yes provide details (formats), if No please refer Note 3.				

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Certification				
- Is there a procedure by which employees can report hazards at workplaces?	1			
- If yes provide details if No please refer Note 1.				
				$\boldsymbol{\wedge}$
Safety Monitoring			~	$\mathbf{O}$
- Is there an officer / supervisor responsible for monitoring workplace / worksite safety?	1		2 PY	
- If yes provide details		6		
		3		
Safety Performance Monitoring				
- Are employees regularly provided with information on company health and safety performance?				
- If yes provide details				
<ul> <li>Has the company ever been convicted of an occupational health and safety offence?</li> <li>If yes provide details</li> </ul>	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			
<ul> <li>Has there been any fatal accident of employee at TPSODL site in past.</li> <li>(Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO.</li> </ul>	NO Mark (Negative mark FIVE for each case)			

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Certification				
- In case of yes please refer Note 4.				
Minimum of 75% marks is required for qualification.		Total Mark	s achieved	
Company Reference				
<ol> <li>Name of company</li> <li>Name of company</li> </ol>				5

#### 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.

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# Annexure 2 (Refer Para 3.2 and 5.8)

## Risk Assessment Form

Business Associate:					
Scope of the work:					
BA's Representative:					
Telephone:					
Signature: Date:					, O`
Specific Task/Activity	Potential Hazards/Conseque nces	Class of Risk			Control Measures
				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.
Working at Height	Fall from height	2		5.	Use Safety helmet.
		2		6.	Use PPE as per the annexure 7 of this CSM document
		O		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)
	$\square$			9.	Deploy competent workforce who are medically fit
Working on electrical equipment / network	Electric flash / electrocution			1.	Mandatory usage of JSA checklist prior to start of work
	6			2.	Use Electrical Safety Shoes while working on electrical network.
				3.	Use Electrical Safety gloves of appropriate voltage rating.
,0,4				4.	Use face shield / visor attached with helmet.
		3		5.	Use Safety helmet.
AV				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

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Specific Task/Activity	Potential Hazards/Conseque nces	Class of Risk	Control Measures
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol> <li>Use safety shoes.</li> <li>Use Safety helmet.</li> <li>Use PPE as per the annexure 7 of this CSM document</li> <li>Hard Barricading of the worksite.</li> <li>Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,		<ol> <li>Mandatory compliance of crane checklist</li> <li>Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> </ol>
		2	<ol> <li>The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>Use PPE as per the annexure 7 of this CSM document</li> <li>Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>
Road Safety	Road Accidents	3	1. Mandatory compliance of TPSODL Road Safety policy

#### 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.

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# 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.



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## 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.



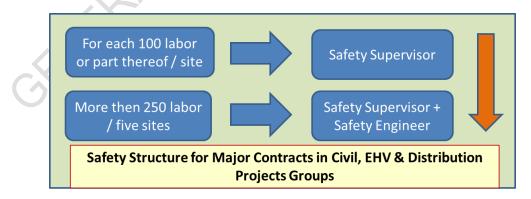
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### Annexure 3.3 (Refer Para 4.0)

#### 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)

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#### <u>General Safety Conditions for the Maintenance of Sub – Transmission Network</u> <u>Contracts:</u>

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)

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#### 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.



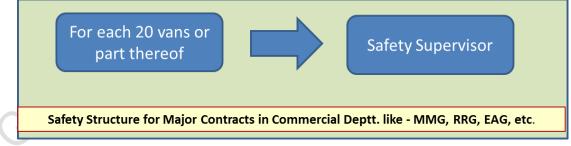
Annexure 3.6 (Refer Para 4.0)

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

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)

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#### 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.



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# Annexure 4 (Refer Para 3.3)

#### Safety Undertaking by way of Affidavit

ls/o	R/o	(AUTHORIZED
REPRESENTATIVE/PARTNER/DIRECTOR	/PROPRIETOR )	of M/S(name of
company/firm) having its office at (Comple	ete address of Cor	mpany), authorized vide power of
attorney dated/Board resolution dated	/letter of authority	y dated, hereinafter referred to
as Contractor [or Business Associate (BA	()] which expression	on shall, unless it be repugnant to
or inconsistent with the meaning or context	thereof, be deeme	ed to include its heirs, executors,
administrators, and assigns do hereby affirm	and undertake as	under :

- 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 subcontractor and its employees, representatives etc.
- 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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- 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

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# 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

ENE

 Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

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# 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

<u>Topic</u>: 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

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- 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

<u>Topic</u>: 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.

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# Annexure 7 (Refer Para 5.7)

# LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY

SI. 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.	S	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.	
Not	e:				

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.

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- 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.

SI. 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	Full body harness (Safety belt) 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.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	

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04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPSODL standard	
08	Reflective jacket to each workman	As per TPSODL standard	rpose only. Actual product may differ.

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

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

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit		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	BA Safety		2
(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)	Representative	Monthly	F09 (COR P - 12)
Safety Talk Register	S	Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

Note:

GENERAL

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

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# Annexure 9 (Refer Para 5.9)

#### PERFORMANCE REPORT – SAFETY

# FOR THE MONTH OF.....

Name of BA :							
Name of the Project and Pur	Name of the Project and Purchase order No:						
Date of commencement of w	vork:						
Man Hour Worked in this me	Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime):						
Cumulative Man Hour worke	əd:						
Total Number of		•	2.				
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		$\sim$		
No. of dangerous occurrences				
No. of near miss reported	1			
Substandard Act/Conditions observed			Attach details of of this month	observation
Safety Violation Notice received (from TPSODL)	No.	No.	No. of violation letter received and compliance report for the TPSODL.	
(both in numbers and in Rs.)	Rs.	Rs.		

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

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:

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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
			2

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

Name, E. No. Date.

Signature of ZM /

Name, E. No. and Date

Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5<sup>th</sup> 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.

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## ANNEXURE-L

## VENDOR APPRAISAL FORM

TO BE		TED BY VENDOR (To be filled as applicable)			
VEN	NDOR:				
1.0	DETAIL	S OF THE FIRM	$\sim$		
	1.1	NAME (IN CAPITAL LETTERS)			
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.			
	1.3	YEAR OF ESTABLISHMENT	$\sim$		
	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	PRODU	ICTS MANUFACTURED	:		
3.0		VER DURING THE LAST 3 YEARS (TO BE VERIFIED 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	CREDI	ГЦІМІТ	:		
8.0	TECHNICAL				
Ċ	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	:		

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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	:
AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORA-TOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	· S
TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	A PY
QUALITY OF DRAWINGS	)
FACTURE	
SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
POWER (KVA)	:
MAINS INSTALLED	:
UTILIZED	:
STANDBY POWER SOURCE	:
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.	:
SUPERVISORY STAFF	:
ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	<ul> <li>8.3.3 RBI APPROVAL DETAILS</li> <li>8.3.4 EXPERIENCE LIST OF COLLABORATORS</li> <li>8.3.5 DURATION OF AGREEMENT</li> <li>AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORA-TOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)</li> <li>QUALITY OF DRAWINGS</li> </ul> FACTURE SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC. POWER (KVA) MAINS INSTALLED UTILIZED STANDBY POWER SOURCE MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE) 9.3.1 MATERIAL HANDLING 9.3.2 MACHINING 9.3.4 HEAT TREATMENT 9.3.5 BALANCING FACILITY 9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC. SUPERVISORY STAFF ADEQUACY OF SKILLED LABOURS (MACHINISTS,

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	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	INSPEC	TION / QC / QA / TESTING	
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	2
	10.2	INDEPENDENCE FROM PRODUCTION	2
	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)	:
G	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	:

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r		I
	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	$\langle \rangle$
17.0	<ul> <li>ORGANIZATIONAL DETAILS <ol> <li>PF NO</li> <li>ESI NO</li> <li>INSURANCE FOR WORK MAN COMPENSATION ACT NO</li> <li>ELECTRICAL CONTRACT LIC NO</li> <li>ITCC / PAN NO</li> <li>SALES TAX NO</li> <li>WC TAX REG. NO</li> </ol> </li> </ul>	
18.0	<ul> <li>DOCUMENTS TO BE ENCLOSED: <ol> <li>FACTORY LICENCE</li> <li>ANNUAL REPORT FOR LAST THREE YEARS</li> <li>TYPE TEST REPORT FOR THE ITEM</li> <li>PAST EXPERIENCE REPORTS</li> <li>ISO CERTIFICATE -QMS, EMS, OHAS, SA</li> <li>REGISTRATION OF SALES TAX</li> <li>COPY OF TIN NO.</li> <li>COPY OF SERVICE TAX NO.</li> <li>REGISTRATION OF CENTRAL EXCISE</li> <li>COPY OF INCOME TAX CLEARANCE.</li> <li>COPY OF FREGISTRATION</li> <li>COPY OF ESI REGISTRATION</li> <li>COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO</li> <li>COPY OF ELECTRICAL CONTRACT LIC NO</li> <li>COPY OF PAN NO</li> <li>COPY OF WC TAX REGISTRATION</li> <li>ROPY OF WC TAX REGISTRATION</li> <li>BODY OF WC TAX REGISTRATION</li> <li>BODY OF WC TAX REGISTRATION</li> </ol> </li> <li>BODY OF WC TAX REGISTRATION</li> </ul>	

\* 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.

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- 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

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Contractor's Safety Code of Conduct

Date of Issue: 15/08/2021

## **Contractor's Safety Code of Conduct**

Reason for Change	Date of Last	Prepared By	Reviewed By	Approved by
	Revision			
	<u>11-May-2015-R1</u>			
1.Simplify the procedure.				Suresh H Khetwani
2.Addition of capability	<u>15 August-2021-R6</u>	Rajesh Sharma		(Chief safety and
building		(Head-Safety	All divisions /	Environment)
3.Removal of CFSA		Generation)	Chief Corporate	,
4. Addition of			contracts	
Environment KPI				
5.Retention amount is				
based on Risk involved in				
Job				

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Contractor's Safety Code of Conduct

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## 1. Objective

The Tata Power engages contractor workforce to execute, run and maintain various operating sites and facilities across locations for various business verticals including Generation, Transmission, Distribution and Renewable. The activities range from project execution, operation, maintenance to facilities management.

The management of contractor safety represents a significant challenge for management. Tata Power has a responsibility to ensure that contractors are provided with enough information and support to enable them to conduct their roles safely and without endangering health and safety of their own workforce or that of our staff.

To ensure reduction in reportable injuries and achieve goal of" <u>no harm no injury"</u>, first edition of contractor safety code of conduct was launched successfully in the year 2014. Since last <u>seven</u> years after the launch of CSCC, Tata Power could achieve the objective of reduction in reportable injuries and fatalities.

Over the period, as the system was being matured, a need was felt to make <u>next</u> revision of the CSCC process. Objective of <u>next</u> revision is <u>improving</u> existing CSCC system and make it user friendly.

2. Scope: This procedure applies to all operating and project sites of The Tata Power Company Ltd and Group companies including new businesses like <u>Electric Vehicle</u> charging, Home <u>Automation, Microgrid, Roof top solar</u> etc.

## 3. Definitions

- **3.1. Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.
- **3.2.** Site Safety Management Plan: It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirement and will be signed by the contractor.
- **3.3. Contractor**: An individual or a company that provides services to Tata Power under a signed contract.
- **3.4. Emergency:** a serious, unexpected or dangerous situation requiring immediate action, which may result in loss of revenue/property, business discontinuity. In case of Emergency\*, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation. It must be approved by MB level and above.





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- **3.5. Expert Service jobs:** Jobs which needs expert services of contractor which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for turbine overhaul, expert for boiler overhaul, expert for pump and motor, expert for compressor overhaul.
- **3.6.** <u>CEO/Chief/Head of division/Unit/Utility</u>: Business in charge of the division who is overall custodian of the generating station or transmission division or distribution division.
- **3.7. Category A Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 12-CSMF-5 of this document.
- **3.8.** Category B Vendor: Vendors eligible to carry out technical jobs, that are classified under Medium /low risk. Vendors must fulfil the requirement specified for Category B in Appendix 12-CSMF-5 of this document.
- **3.9.** Category C Vendor: Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 12-CSMF-5 of this document.
- **3.10. Category D Vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g. motor rewinding at vendor's shop floor, equipment sent for repair to vendor's works etc.) are classified as Category D Vendor
- **3.11.** High/<u>Very High-Risk</u> Jobs: A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 15 of this document.
- **3.12. Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.
- **3.13.** Low/<u>Very low</u> Risk Jobs: Any job or its activities are considered as Low or Very low risk while Order manager, calculate it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.
- **3.14.** Long Duration Jobs: When the duration of job is 12 months or more, it is considered as Long duration job



**3.15. High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as High value job.

## 4. Responsibilities

- 4.1 Order Manager: Order Manager is the Tata Power representative, who is responsible for:
- 4.1.1 Finalizing the Site Safety Management Plan along with Contractor, Safety Concurrences Group, Divisional Safety Head and Expert (External or Internal) if required.
- 4.1.2 <u>Ensure 100% safety capability building L1, L2, L3 for contractor work force and</u> <u>supervisor before start of Job</u>
- 4.1.3 <u>Ensure Contractor safety revalidation test for all work force quarterly.</u>
- 4.1.4 Supervise and ensure work is carried out as per the Site Safety Management Plan including agreed Risk Assessment (HIRA/JSA) and Method Statement.
- 4.1.5 Conduct audit and evaluate Safety Performance of contractor.
- 4.1.6 Ensure contractors adhere to all statutory provisions.
- 4.1.7 In case any deviation is needed in agreed safety management plan or in CSCC process for execution of job, Management of Change procedure will be applicable, and approval may be obtained from divisional head /Cluster head.
- **4.2 Contractor:** The person, entity or organisation who is executing the job for Tata Power under a contractual agreement and will be responsible for the following
- 4.2.1 To follow all Tata Power Critical Safety Procedure, Rules and guidelines given in <u>Safety</u> <u>Terms and Conditions</u>
- 4.2.2 Undertake job as per Site Safety Management Plan CSM-F10 and method statements agreed with Tata Power.
- 4.2.3 <u>Ensure 100% safety capability building L1, L2, L3 for contractor work force and</u> <u>supervisor before start of Job</u>
- 4.2.4 Ensure Contractor safety revalidation test for all work force quarterly.
- 4.2.5 Raise any concerns regarding their work and its safety with the Tata Power Order Manager.
- 4.2.6 Report all injuries, near misses, unsafe acts/conditions, and occurrences to the Tata Power Order Manager immediately.
- 4.2.7 Ensure that all sub-contractors follow the Tata Power Safety Procedure and agreed Site Safety Management Plan CSM-F10.
- 4.2.8 To follow all statutory requirements as per the laws of the land.
- 4.2.9 All vendors applying for A category jobs or submitting quote for high risk jobs shall obtain certificates of ISO 9001, ISO14001 and ISO45001 before submitting quote for high risk Jobs.

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- **4.3 Safety Concurrence Group:** It is Cross Functional Team of <u>heaving</u> representatives from Execution department, Divisional safety and Corporate / Divisional contracts. SCG will be responsible for the following
- 4.3.1 Assessment of Safety Potential of new vendor before registration as per CSM-F1-Safety Category Qualification Form.
- 4.3.2 Safety Evaluation of the bids as per evaluation format CSM-F-9 Safety Bid Evaluation Criteria
- 4.3.3 Finalization of the Site Safety Management Plan CSM-F-10 submitted by the contractor.

Corporate Safety Team / Cluster Safety Head will be part of SCG during Safety Bid Evaluation for following types of jobs

High-Risk jobs to be carried out in Annual Overhaul / <u>Major</u> Shutdowns and Outages. Capex jobs of High-Risk Category

## 5. Responsibilities

## 5.1 Vendor Registration

For Vendor Registration, Corporate Contract will issue following documents for evaluation of contractor's safety capability

- 1) CSM-F1 Safety Category Qualification Form
- 2) Safety Terms and Conditions

The document Safety Terms and Conditions provides the information about Tata Power safety System to the contractor. Contractor will submit the CSM-F1- Safety Category Qualification Form with all relevant details and documents to Vendor Registration Initiator, which will in turn forward it to Safety Concurrence Group (SCG) for evaluation. The SCG will evaluate the details submitted by the contractor based on a predetermined criteria CSM-F-5 Safety Potential Evaluation Criteria for Vendor Registration and will determine the category (Category A/B/C/D) for which the contractor will be registered. As mentioned in the above criteria, a site visit may also be organized by SCG prior to registration under Category A and B. In case, the contractor does not qualify the safety criteria, the contractor will not be registered. However, he may apply afresh for registration after 6 months. Please refer Appendix 1: Process Flow Chart for Vendor Registration.

## 5.2 Bid evaluation

At the time of placing the Purchase Requisition (PR), Order Manager is required to declare the risk involved in the of the job (i.e. <u>Very high/</u>High Risk / Medium Risk / Low/<u>Very low</u> Risk jobs, based on the RPN in HIRA. If the Job is "<u>Very high</u>/High Risk" or "Long Duration", then RFQ will be attached with following documents:



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- 1) CSM-F7- Blank Safety Competency Form
- 2) CSM-F8- PPE requirements
- 3) Safety Terms and Conditions
- 4) Job Specific Safety Requirement (Educational and Professional Qualification, Skill & Experience Manpower, Tools and Tackles (e.g. man lifter, use of drone, use & availability of rescue kit), Work Methodology etc.)

Otherwise the RFQ will be attached only with Safety Terms and Conditions. Long term and low value jobs (see definition) are exempted from the CSCC process.

Corporate Contracts will collect duly filled CSM-F7 Safety Competency Form along with the bid. All other stakeholders will also put their efforts to get all relevant safety data during meeting / discussions with the vendor. SCG will evaluate the document as per the CSM-F9 Safety bid evaluation criteria. If any specific condition related to Contract is required to convey to contractor, Site safety team will attach the same as Annexure for specific conditions of job and submit it to contract team along with safety bid evaluation form. Commercial bid of contractor will be considered for evaluation by contract team only if contractor is qualified in safety bid. Site Safety Management Plan, defining the complete procedure of executing the job at site will be signed by the contractor and SCG after mutual agreement. CC will attach a copy of site safety Management Plan and any specific condition of contract along with PO to the successful bidder. Please refer Appendix 6: Process Flow Chart for issuing RFQ and PO significant health and safety risk associated with it.

- 5.3 <u>Capability Building. Refer safety terms and condition clause 5.2.</u> Appropriate training such as SHE <u>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 critical Safety procedures mentioned under safety procedure. Duration of course is as specified by Tata Power. These trainings are on nominal chargeable basis and rates are decided by TPSDI from time to time. 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 Certificate (Card), which is valid for 3 years, post which the workmen have 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.</u>
- 5.4 <u>Recognition to the Prior Learning in Safety:</u> If "Order Manger" recommends and "Head of the Safety Department of division" is satisfied with the safety knowledge and competency of the employee of contractor a test (RPL) may be conducted by TPSDI / other recognised institute to assess the prior learning in safety. If employees of the contractors will pass in such test, he will be exempted from appearing in SHE L1 training.

## 5.5 Safety Performance Evaluation

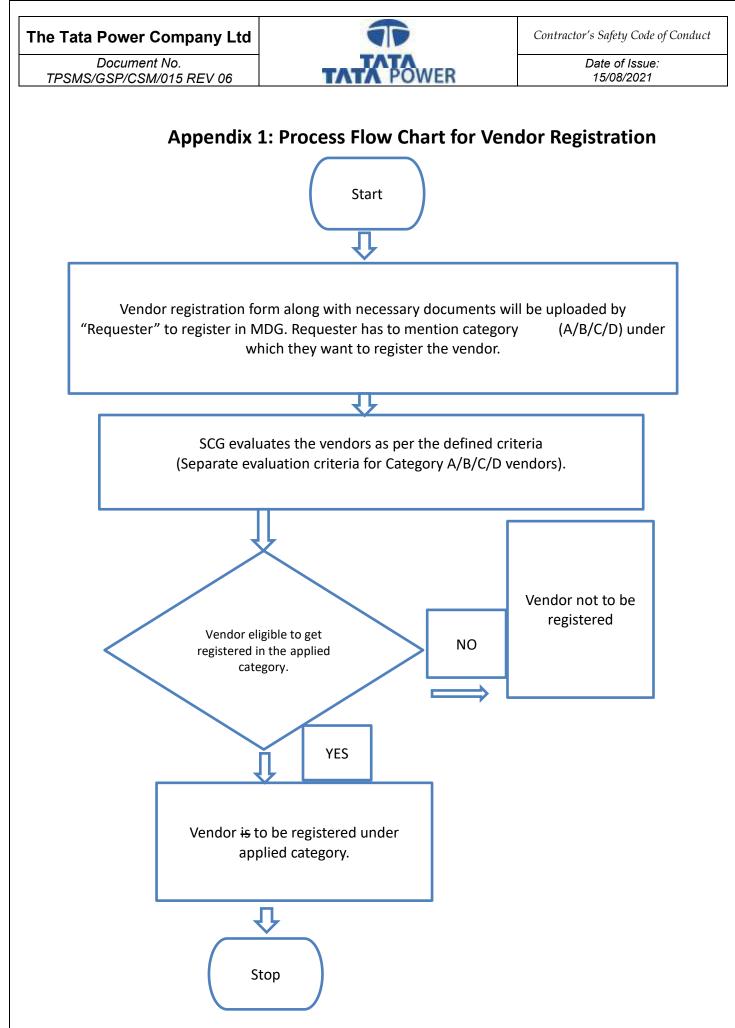




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During the time of job execution, regular site inspection will be carried out by the Tata Power officials and violations will be dealt as per CSM–F4 Safety Violation Penalty Criteria. Apart from this, monthly safety performance of the contractor will be evaluated based on the predetermined criteria as per CSM-F11 safety Performance Score and monthly score will be maintained by the Order Manager. Certain percentage of each running bill will be retained as Safety Retention amount and will be released on the basis of Safety Performance Score at certain intervals as defined in CSM- F-3- Safety Performance Evaluation Criteria. Please refer Appendix 10: Process Flow Chart for Safety Performance Evaluation. Percentage of retention amount is mentioned in safety terms and conditions.

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## Appendix 2: CSM-F-2 Safety Category Qualification form

- 1. "Safety Category Qualification Form" is part of vendor registration form. It needs to be filled by the contractor at the time of Registration and should submitted to Requester / order manager with all relevant documents.
- 2. The same will be evaluated by Safety Concurrence Group as per the criteria given in CSM-F-5.
- Information provided by contractor will be verified during site visit 3.

## Safety Category Qualification Form

## (to be filled by the vendor)

## Please Consider my application for

Category A Vendor: Vendor eligible to carry out Very High- and High-risk O&M jobs Category B Vendor: Vendors eligible to carry out technical jobs, classified as Medium / low risk Category C Vendor: Vendors eligible for to carry out low or very low risk administrative and office jobs Category D vendor: All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises.

## Register me/us to do following Job(s):

1. Ъ

Nar	ne of the Vendor:						
Sr. No	Safety Information	Remarks	Attachment				
1	Certified for i. OHSAS 18001/ ISO 45001, ii. ISO: 14001 iii. ISO: 9001 (ISO certificates to be issued from reputed accreditation agencies specified by Tata Power)	i. Y/ N ii. Y/ N iii. Y/ N	Attach copy of the certification			on	
2	Safety Statistics for Last Three (3) Years - LTIFR - LTISR	Yes/No	LTIFR LTISR	Year 1 (Last FY)	Year 2	Year 3	
3	Do you have Safety Policy?	Yes/No	Atta	ch copy of	f the sa	ifety po	licy.
4	Do you have Safety training process?	Yes/No	Atta	ch safety t	trainin	g proces	ss.
5	Do you have Safety organization structure e.g. Safety Officers and Safety Committees?	Yes/No	Attach copy of the safety organization structure.				
6	Name and address of sites where work is in progress or worked earlier	Yes/No	Site details to be attached for inspection by Officials.			or	

Name and Designation :

#### Stamp of Organization

:

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## **Appendix 3: Safety Terms and Conditions**

Please refer the attached document Safety Terms and Conditions.

## **Appendix 4: CSM- F-4 Safety Violation Penalty Criteria**

Penalty shall be imposed on the contractors under the following circumstances for breaching the contractual agreements:

Sr No	Description of violation	Severity	Penalty
1.	Working without Permit	5	5000/-
2.	Untrained (TPSDI) 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 Earthling 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 IC engine-based Three-wheeler at the work site.	5	5000/
16.	Starting the job without Toolbox Talk	5	5000/
17.	Spatter 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 equipment.	5	5000/
21.	Using damaged slings.	5	5000/
22.	Unstable scaffolding/nonstandard 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 lifeline not used for working at height	5	5000/
27.	No rubber mat in Electrical Distribution (DB) room	4	2000/-
28.	Water found accumulated in Electrical Distribution room/near	4	2000/
	welding machine.		
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 Distribution Room / welding areas.	4	2000/
32.	Loose material falling into excavated pit	4	2000/
33.	Water logging into excavated pit /trenches	4	2000/

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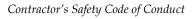
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34.	No / inadequate Barricade	4	2000/
35.	Undercut / cave-in found on sides of excavated pits	4	2000/
36.	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	2000/
37.	The HMV/Mobile Crane operator does not have a valid HMV 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 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	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 passenger cars.	3	500/
56.	Heavy 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 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/
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/

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68.	Hand 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	5/00/
70.	Scotch block/wedge not provided, 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 (e.g. Godown / Warehouse / Store of flammable material etc. / Area prone to dust explosion)	5	1000/-
84.	Sleeping at Workplace	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.	Nonfunctional Head light/ taillight 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/-
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/-

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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 1st or 2nd warning to	F	Rs.10000/-
	be decided by Project Manager depending on the severity)	5	and above
104.	Repeat Violation of same nature		5 X Penalty
		5	for
			Violation
105.	Appointment of subcontractor without his Safety Bid Evaluation		5% of
	and/or without the permission of engineer in charge or Order	5	Contract
	manager.		Value

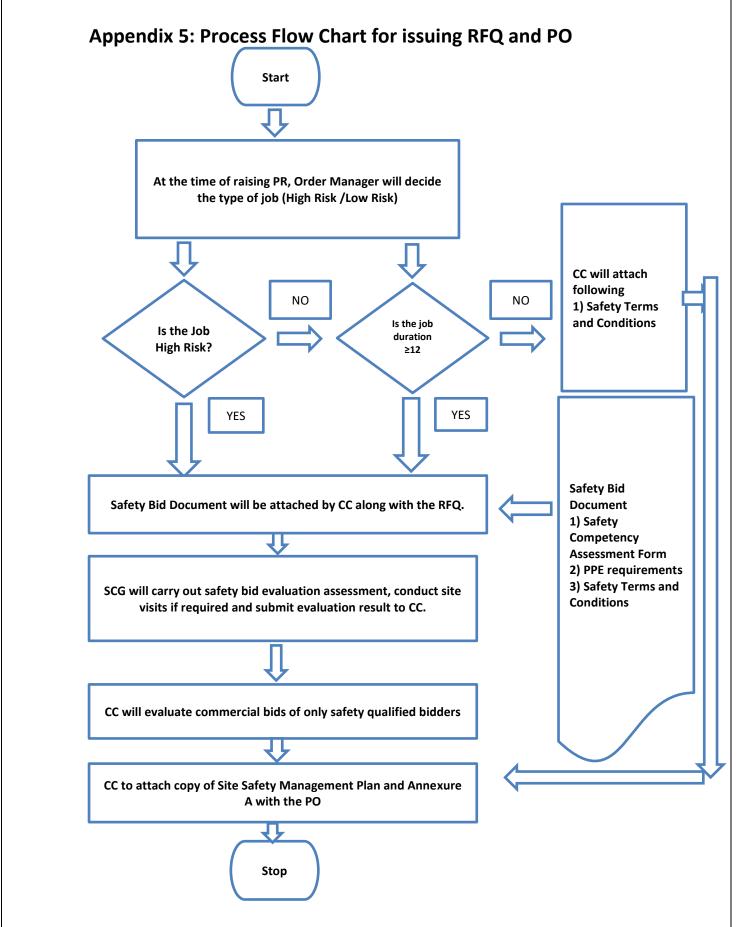


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## Appendix 6: CSM-F-6 Safety Competency Form (Template)

Name of the Vendor/Bidder	: -
Name of the Sub Vendor (If job is given to Sub Vendor)	: -
Description of the Job	: -
Request for Quotation (RFQ) No.	:-

Vendor/Bidder to mandatorily provide the below safety competency related information.

#### 1. Proposed Manpower Deployment Schedule : -

Category of Manpower Deployed	Minimum Qualification & Experience	Proposed Numbers against each category month-wise			
	-	Month 1	Month 2		Month n
Project Manager					
Site-In-Charge (Site Manager)					
Shift-in-Charge					
Safety Officers					
Supervisors					
Technicians					
a					
b					
Highly Skilled Workmen					
a					
b					
Skilled Workmen					
Semi-Skilled Workmen					
Unskilled Workmen					
Total Manpower					

Instructions to Bidder to fill:

1. Bidder to provide the overall site manpower deployment schedule as above.

2. Bidder to indicate (through colour code mentioned below ) their direct and sub-contracted employees

Direct bidder employee

Partly Direct / Partly sub-contracted Sub-Contracted

3. Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.

4. Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators

5. Columns can be extended to the actual duration of Site activities.

6. Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

#### 2. List of Tools, Tackles, Machines and Equipment: -

Bidder/ Vendor to provide the list of tools, tackles, equipment **to be used during the job** / **project execution**. Bidder/Vendor to ensure that all the lifting tools and tackles, pressure vessels are duly certified by the competent person authorised by the Chief Inspector of Factories of the respective state prior to start of the job

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Sr. No.	Description of Tools / Tackles	Capacity / Rating	Quantity	Make	Remarks
1					
2					
3					
4					
5					
6					
7					

#### 3. Safety Records:

Bidder to provide the details of fatalities and lost workday cases (LWDC), occurred in last three years (data to be provided for the last completed FY and preceding 2 years).

Description	Safet	Safety Data for Last 3 Years			
	Year 1 (Last FY)	Year 2	Year 3		
	20	20	20		
Fatalities (Nos.)					
Lost Workday Cases (Nos.)					

In case of no fatalities, LWDC during any year, the form may be filled stating NIL against the respective year. Bidders are encouraged to also submit the RCA / incident investigation reports and the learning's implemented out of the above reported incidents

#### 4. Job Safety Plan/ Method Statement:

Bidder to provide / enclose a detailed Site/Job Safety Plan along with a Method statement detailing the execution philosophy (how the bidder intends to execute the Job/Project), identifying all key activities which are required to be performed by the contractor at Site. Bidder to also list down all high-risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high-risk activities involved in the site work.

(Use Method Statement template attached as annexure A and sample as attachment B)

#### 5. Management System Certification: -

Sr.	Certification	Yes / No		lf No,			
			Year of Certification	<b>Farget date for Certification</b>			
	ISO 9001						
	ISO 14001						
	OSHAS 18001 / ISO 45001						
	Any other (please specify						
Note	Please attach certificates to su	pport abov	ve. In case not accredite	ed for above but applied for,			
appli	application letters may be attached.						

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## **Appendix 7: CSM-F-7 PPE requirements**

The Contractor shall ensure that the following PPE of Approved standards shall be available at all time and shall be used by his employees with no exception whatsoever.

1	All contractor's employees at site	Safety Florescent Jacket (orange color), Safety helmet & safety shoes with Composite or steel toe cap			
2	Workers mixing asphalt, cement, lime / concrete	Safety goggle & protective Hand gloves and footwear, Nose mask.			
3	Welders / Grinders	Welding screen/goggles, safety shoes, leather hand gloves, aprons, leg guard			
4	Stone breaker	Protective goggle, hearing protection, anti- vibration hand gloves and Protective clothing.			
5	Electricians/ <u>Line man</u>	Rubber hand gloves & Electrical resistant shoes.			
6	Workers engaged in insulation using glass wool etc. Workers engaged in coal handling plant, ash handling plant and working in high dust area.	Respiratory mask & leather Hand gloves, goggles. Dust mask, Hand gloves, protective goggles.			
7	Workers working at a height of 1.8 Meter or above.	Double lanyard full body harness, fall arrestor and safety net made of reinforced nylon fiber ropes firmly supported with steel structures			

• PPE shall be conforming to BIS/DGMS/DIN specifications, in good condition and shall be comfortable to his employees, when used.

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## Appendix 8: CSM- F-8 Site Safety Management Plan / Method Statement

## Site Safety Plan / Method Statement (Template)

This Method Statement describes the specific safe working methods which will be used to carry out the described work. It gives details of work procedure with control measures to counter health and safety issues related to this work. The listed content of this Method Statement can be changed/modified subjected to job scope / specifications, but task specific method statement once finalized & approved, that should not be modified during work execution without permission from the approving authority.

Project/Job Name		
Scope of work: -		
Drawing References: -		
Detail of Sub contractors involved: -		
Method Statement Prepared By: - Designation: - (e.g. Site Manager)	<u>Signature</u>	<u>Date</u>

**1.0 Introduction** (*Describe purpose of the work, give details of type and scope of work being carried out);* 

**2.0 Location of Work (***Give site address and precise location on site where work is to be carried out.* )

**3.0 Safety Document /Specific Approval Required (**Details of any safety documents or specific approval i.e. Client specific approval required to undertake the work)

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**5.0 Role & Responsibilities of Personnel/Parties Involved in activities**: -Clearly define role and responsibilities of all personnel involved in activity i.e. Site management staff including subcontractors' parties- Main contractor Project/Site Manager, Sub Contractor Site Manager, Project Engineer, Safety officer, Competent Supervisory Staff)

**6.0** Working/Activity Description: - It is important that all operatives should have clear idea of those operational sequences and responsible supervisor must verify their competency prior to their engagement in operation.

6.1 Pre-Working Checks

**6.2 Resources (Equipment, tools including manpower) Details** *i.e.* Equipment and Tools, specific operational equipment, test kits, lifting resources, Details of materials to be used in operation, including any reference to COSHH assessments in case of use of any chemicals, Details of the manpower allocated to the task, e.g. titles, qualifications, competences, direct manpower, contractors. Details of plant, tools and equipment to be used for the work, including the availability of relevant statutory documents, checks or inspections etc. Details of fencing, barriers, cones, chains, dangers notices, warning signs etc.

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#### Tools required for work:

Sr.No	Tools /Equipment /Machine	UOM	Required Qty.	Remark
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**6.4 Operational Sequence of work**: - Full description of the work, setting out the methodology in a sequential manner, including any reference to any identified operational restraints. Also refer here sec. 5.0 responsibilities part for every step of work sequence).

Sr.No	Activity	Details of job sequence	Risk Involved	Control Checks
1.		1.		
2.				
3				
4				
5.				

**6.7 Final Checks & restoration of work area after completion of work :-** Those checks to be carried out by responsible supervisor in witness of his line hierarchy by use of specific checklist of certain operational checks and once those completed satisfactory, PTW (if applicable) to be closed and isolation arrangements to be restored by removing barricades/cautionary tags.

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#### 7.0 Task Specific Hazards: - Refer to Task Specific Risk Assessment and attach in appendix

#### Attachment: - Specific Risk Assessment

In addition, please provide below control measures in risk assessment (as applicable).

Fall Protection Measures:							
(Where Work at height							
cannot be avoided)							
Control Measures for							
Electrical Hazards							
Others Hazard if any							
(please provide details)							
Hazardous	<						>
Substances to be used in		$\langle \rangle$	(22)		( )		
job :		$\sim$	$\sim$	Dangerous	$\sim$	Highly	Residentions.
(Attach MSDS if required)	Acute Tosic	The article in a carry	Cornolive	For the amiconment	Ciktidie(rtg	Hammable	
	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No

**7.0 Emergency Provisions:** -*Relevant operational possibility of a programme in the case of emergency situation i.e. electrical supply restoration. In addition emergency response provisions i.e. first aiders, fire fighting, and first aid arrangements, nearest onsite/offsite emergency response also to be considered during emergency planning.* 

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# 8.0 "5S issues" / Waste Disposal/ Housekeeping and Environmental issues: -Details waste disposal processes and or housekeeping activities, Details of environmental impacts and control measures.

## 9.0 Personal Protective Equipment (PPE):- (Tick on PPE requirements for the task/Job

Required Personnel	A	0	1	9		0	Other:
Protective Equipment:							1. Hi-Viz
	Safety Boots	Hard Hats	Safety Gloves	Hearing Protection	Eye Protection	Respiratory Protection	2. Coveralls

## 10.0 First Aid facilities and Nearby Hospitals Details

		Name of On-Site First Aider:	
	First Aid Facilities:	First Aid Box Location:	
First Aid	Facilities:	Location of Nearest Hospital:	

## 11.0 Occupational Health, Fitness and COVID-19 related Preparedness:

1. Please give a brief writeup / methodology of your organization planned to avoid impact of the COVID-19 pandemic at Tata Power working site.

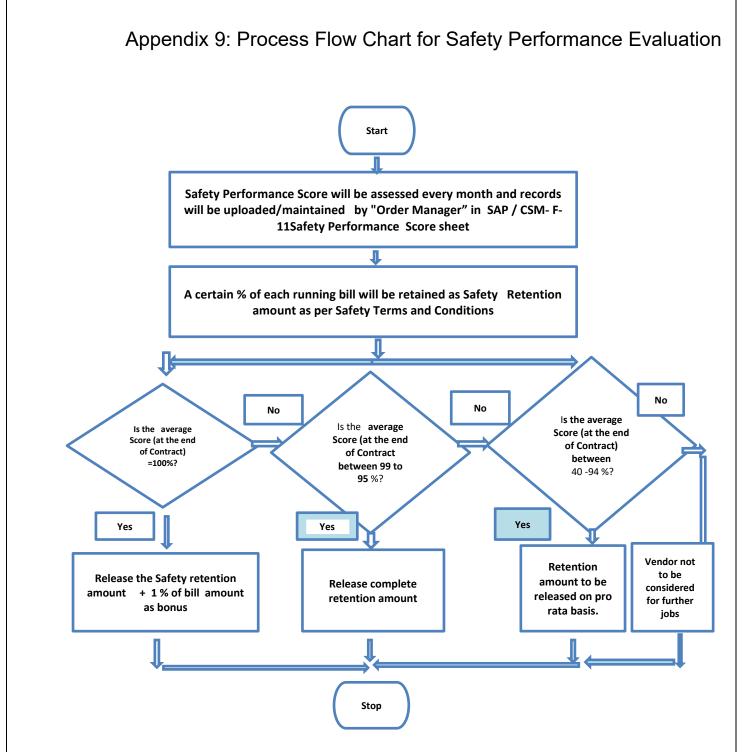
2. Please give brief details of occupational health and hygiene related interventions planned by your organisation to ensure good health and fitness of workforce at Tata Power site.

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Appendix 10: CSM- F-10- Safety Performance Evaluation Criteria

1. 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 or every six-month based on Safety Performance Score of contractors. The retention amount will be calculated based on contract value as below.

<u>Contract Value</u>	<u>Retention Amount (%)</u>
-----------------------	-----------------------------

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<u>Very hiqh/Hiqh risk job</u>	<u>2.5</u>
<u>Medium Risk jobs</u>	<u>2</u>
Low/Very Low Risk jobs	<u>1.0</u>

2. The evaluation criteria include Lead Indicators such as CFSA (Contractor Field safety Audit) score, percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man days lost.

3. The retention amount saved will go to a separate Safety Improvement Fund. Division can use this fund for safety intervention project, process improvement, skill development other than L1, L2,L3 training. This retention amount will be auto released as soon as contract will be closed by order manager

4. 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.

5. 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.

6. In case of fatality, limb loss or loss of property, vendor must 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.

7. 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.

8. 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 100%.

9. 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 and apply the Consequence management policy as applicable.

10. Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

Sr. No	Parameter	Unit of Measurement	Target	Weight age	Actual Performance	Actual Score
Lead	Indicator					
1	% of Employee certified in TPSDI/Authorized agency	Number	100%	20		
2	Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site <u>by contractor</u>	Number	80%	15		
3	Condition of critical tools, tackles and equipment <u>to</u>	Number	100%	10		

## Appendix 11: CSM- F-11 Safety Performance Score

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$\frac{be \ checked \ by \ order}{manager}$ $\frac{Safe \ (designated \ way)}{Disposal \ of \ Waste}$ $\frac{4}{2} \frac{Safe \ (designated \ way)}{Disposal \ of \ Waste}$ $\frac{5}{2} \frac{Records \ of \ waste}{(Hazardous \ Waste - Oily \\ cotton \ waste - E - waste}{etc.) \ generation}$ $\frac{6}{2} \frac{No \ effluents \ to \ drain}{ground}$ $\frac{10}{2}$ $\frac{No \ effluents \ to \ drain}{ground}$ $\frac{10}{2}$	
$\underline{4}$ $\underline{Safe}$ (designated way) Disposal of Waste generated.Image: space of waste generated $\underline{5}$ $\frac{Records of waste}{(Hazardous Waste - Oily)cotton waste - E- wasteetc.) generationImage: space of wastegenerationImage: space of wastegeneration\underline{6}No Effluents to draingroundImage: space of waste of wastegenerationImage: space of wastegenerationImage: space of wastegeneration\underline{7}\frac{No effluents / discharges to}{ground}Image: space of wastegenerationImage: space of wastegeneration1Number of FatalitiesNo0Image: space of wastegeneration$	
$\begin{array}{c c c c c c c c } \hline \underline{4} & \underline{Disposal of Waste} & \underline{-} & & & & \\ \hline \underline{generated} & \underline{-} & & & & \\ \hline \underline{generated} & \underline{-} & & & & \\ \hline \underline{5} & \underline{Records of waste} & \underline{-} & \underline{Oily} & & & \\ \hline \underline{5} & \underline{(Hazardous Waste - Oily} & & & & \\ \hline \underline{(Hazardous Waste - C)ily} & \underline{-} & \underline{-} & \underline{-} & \underline{waste} & & \\ \hline \underline{5} & \underline{cotton waste - E- waste} & \underline{-} &$	
generatedImage: second sec	
5(Hazardous Waste - Oily cotton waste - E- waste etc.) generation106No Effluents to drain	
ZNo effluents/discharges to groundImage: Constraint of the second sec	
ZNo effluents/discharges to groundImage: Constraint of the second sec	
Lag Indicator     Image: Constraint of the second sec	
2Number of Lost workday case (LWDC) (reportable)No010	
3 <u>Numbers of total reportable</u> <u>No</u> <u>0</u> <u>10</u>	
4 Man-days Lost Man-days 0 10	
Final Score	
Invoice	
Value Value	
Amount to	
be released	

## **Safety Performance Evaluation Criteria**

## **Lead Indicators**

	Target				
% of Employee certified in TPSDI/Authorized agency	50%	100%		Less than 1009	6
Score		20		Pro-Reta	
	Target				
Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand	>=80%		79	9 to 50%	<50%

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tools used at site <u>by</u> <u>contractor</u>			
Score	15	7	0
	Target		·
Condition of critical tools, tackles and equipment <u>to be</u> <u>checked by order</u> <u>manager</u>	100%	<100%	
Score	10	0	
	Target		
Safe (designated way) Disposal of Waste generated Records of waste (Hazardous Waste – Oily cotton waste – E- waste etc.) generation No effluents/discharges to ground	100%	<100%	
<u>Score</u>	10	0	

## **Lag Indicators**

Number of Fatalities	0	>0	
Score	15	0	
Number of LWDC (reportable)	0	>0	
Score	10	0	
<u>Numbers of total</u> <u>reportable cases</u>	<u>10</u>	<u>0</u>	
<u>Score</u>	<u>0</u>	<u>&gt;0</u>	
Number of man days lost	0	1 to 5	>5
Score	10	5	0

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## Appendix 12: CSM-F-12 Safety Potential Evaluation Criteria for Vendor Registration

At the time of vendor registration, vendor will be registered under 3 categories

- 1) **Category A** Vendors eligible to carry out High risk Jobs
- 2) Category B- Vendors eligible to carry out technical jobs that are low risk
- 3) Category C- Vendors eligible to carry out administrative and office jobs
- 4) Category D- Outsourced Jobs / Consultants /Medical Practitioners / Suppliers etc

For vendors to be registered under **Category A**, a safety potential evaluation will be carried out based on following parameters.

ir		ir	Ú.	
Sr. No	Description	Weight age (%)	Actual Score	Remarks
1	Does the contractor have a valid ISO 45001/ OHSAS 18001/ Certification?	30		
2	During site visit check for safety adequacy at site	30		Annexure - 12.1
3	Check the Safety statistics of Contractor	10		Annexure - 12.2
4	Check the Safety orientation & training process of Contractor	15		Annexure 12.3
5	Check the organizational structure for safety professionals & engineers / supervisors.	10		Annexure - 12.4
6	Certified/skilled workers as a percentage of overall workforce	5		
	Total	100		

#### **Evaluation Criteria for Category B**

Sr. No	Description	Weight age (%)	Remarks

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1	Does the contractor have a valid ISO 9001 certification?	30	
2	During site visit check for safety adequacy at site	30	Annexure -12.1
3	Check the Safety statistics of Contractor	10	Annexure -12.2
4	Check the Safety orientation & training process of Contractor	15	Annexure -12.3
5	Check the organizational structure for safety professionals & engineers / supervisors.	10	Annexure -12.4
6	Certified/skilled workers as a percentage of overall workforce	5	
	Total	100	

#### **Evaluation Criteria for Category C**

Sr. No	Description	Weight age (%)	Actual Score	Remarks
1	Does the contractor have a valid ISO 9001 certification?	40		
2	Check the Safety statistics of Contractor	40		Annexure - 12.2
3	Check the Safety orientation & training process of Contractor	20		Annexure - 12.3
	Total	100		

#### Annexure 12.1: Evaluation Criteria for Category D:

Category D does not require any evaluation as it is for outsourced job outside the Tata Power company premise.

#### Annexure 12.2

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Contractor's Safety Code of Conduct

Date of Issue: 15/08/2021

	Check List – Adequacy of Safety Statistics of	Actual Marks obtained	Remarks	
1	Check the safety statistics for last 3 years (LTIFR and LTISR)	Marks Statistics 5 available Statistics not 0 available		
2	Check the trend LTIFR for last 3 years	LTIFR value         Marks           0 to 0.2         5           0.21 to 0.3         2.5           >0.3         0		
3	Check the trend of LTISR last 3 years	LTISR value         Marks           0 to 2         5           2 to 3         2.5           >3         0		
4	Has there been any Prosecution/Conviction for any contravention with regard to Safety & Health provisions under the Factories Act /Electricity Act/ BOCW Act and Rules framed there under?	Marks           No Prosecution         10           Prosecution         0           To be provided in written on letter head		
	Total	25		

#### Annexure 12.3

Chec	Actual Marks obtained		
1	Records of safety trainings provided to safety officer/supervisor/workmen during last 1 year as percentage(%) of total employed by service provider	Safety Officer         Mark           ≥80% of         5           employees         50 to 79 % of         2.5           employee         250%         0           Safety         Mark           Supervisor         280% of         10           employees         50 to 79 % of         6           software         280% of         10           workmen         Mark         280% of           ≥80% of         10           employees         50           ≤50%         0	
	Total	25	

#### Annexure 12.4

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Date of Issue: 15/08/2021

Check	List – Adequacy of organizational structure fo engineers / supervisors.	Actual Marks obtained	
1	Check availability of number of safety officers from government recognized institute as per workforce strength.	1 in 50 employees   10	
3	Check availability of qualified workforce from government recognized institute/TPSDI.	Marks 100% of safety 5 officers qualified 50 – 99% of 3 safety officers qualified <50 0	
	Total	15	

### Appendix 13: CSM-F-13 Safety Bid Evaluation Criteria.

The User must select whether the job is high risk/ long duration at time of raising the PR.

- 1) The decision whether job is "**high risk** "or not has to be made by order manager based on Risk involved (Risk Priority Number in HIRA) of the Jobs. An indicative list of high-risk jobs is attached as annexure
- 2) If a technical job is of low risk with estimated duration of the contract is 1 year or more the job should be treated as "**long duration**".
- All Safety bids will be evaluated by Safety Concurrence Group. Structure of SCG will be declared by Corporate safety. Corporate safety team will audit bid evaluation process of a few selected jobs and Quality of evaluated safety Bids.
- 4) Records of jobs sent by for Safety Bid evaluation shall be maintained by Corporate Contract team in existing tracing sheet along with other jobs.
- 5) For Safety Bid Evaluation will be based on following parameters.

		Minimum Requirement	Weight age (%)	Score Obtained
	Safety Officer (1	Qualification- Officer shall possess	5	
	per 500	Advance Diploma In Industrial Safety by		
	workers)	state technical board.		
Manpower		Experience- Minimum 1-year		
		experience in relevant field as		
		mentioned in the job in PR.		
	Safety	Qualification- Supervisor shall possess	5	
	Supervisor (1	ITI/ Diploma in relevant field.		
	per work site up			

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	to max. 50 workers)	Experience-Minimum2-yearexperienceinrelevantfieldasmentioned in the job in PR.Training – Trained and certified by TPSDIorequivalentinstituteinapplicablesafety training.Note:Onrequestofthecontractor/Users-TPDSIshouldvet &certifytheskilled& experiencedTechnicianifTechnicalQualificationisnotadequate.	
	Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc.)	<ul> <li>Experience- Minimum 2-year experience in relevant field as mentioned in the job in PR.</li> <li>Training – Trained and certified by TPSDI or equivalent institute in basic and relevant safety procedures training.</li> </ul>	5
Tools & Tackles	Equipment / Machines/ Tools & Tackles (lifting and shifting tools)	<ul> <li>The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the contractor.</li> <li>Evaluation of the list will be carried out based on <ol> <li>Suitability as per the relevant job</li> <li>Make and age of the tools from authorized agencies defined by the user.</li> <li>Certification by the competent authority of respective state.</li> </ol> </li> </ul>	30
Safety Records	Safety Records	Safety Records for last 3 years (as per vendor or as per our knowledge) – Recommendation?	15
Safety Plan	HIRA/Contract Job Safety Plan	Adequacy of HIRA and Job Safety Plan with respect to relevant job. More weight age will be given to vendor for using mechanized work and advanced tools and equipment	20
Accredited Bodies	ISO-9001	ISO-9001	2
certificate	ISO-14001	ISO-14001	3

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OHSAS 18001 ISO 45000	OHSAS 18001/ISO 45000	15	
	Total Score		

6) Vendor entitled to carry out the job only when qualified for the safety evaluation as follows:

Contractor is qualified in safety bid only if his total score is more than 70% in all category 1 jobs such as high risk/long duration.

- 7) The Corporate Contract has to ensure that the vendor provides the filled "Safety Competency Form" along with the quotation.
- 8) Corporate Contract will forward the Safety Competency Form received from the contractor to the Safety Concurrence Group for evaluation.
- 9) In case SCG wants to visit the site, the Safety Competency will be based on evaluation at the time of site visit Annexure 13.1

### Annexure -13.1:

Che	cklist to be used: During site visit to check the adequacy Safe	ty systems.	
		Observation	Score* (1-5)
1	Check the adequacy of safety policy and Safety		
	Management system of the contractor.		
2	Does the contractor have written down safety procedures?		
3	Check the records of Near miss, unsafe act, unsafe		
5	conditions and incidents.		
4	Check the organization setup to implement the safety		
	systems at site (safety officer, safety supervisor)		
5	Check whether safety meeting and toolbox talk carried out		
	regularly and records maintained or not.		
6	Is the process of incident investigation adequate or not?		
7	Verify incident reporting and recording system		
8	Check the usage of equipment/tools and tackles.		
9	Check for housekeeping at site		
10	Check the use of PPEs and general behavior of workforce		
	towards safety		
	Total Score		
	Site Visit Score		

Score\*- rating on the scale of 1-5 to be given based on the observations on site. Score of 1 is the lowest and core of 5 is the highest.

Contractor's Safety Code of Conduct

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### Appendix 14: Indicative List of High-Risk Jobs

To access the exhaustive list of High-risk jobs, please refer the following documents

- 1) High Risk Jobs- Generation
- 2) High Risk Jobs- T&D
- 3) High Risk Jobs- Renewable

Ir	Indicative List of High-Risk Jobs -Generation Cluster				
Sl. No.	Jobs				
1	Demolition / Painting of Chimney				
2	Survey Sounding Jobs in Sea				
3	Dredging at Coal Birth Jetty				
4	Maintenance / Testing and Replacement of Extra High Voltage (132 KV etc.) Switchyard equipment				
5	Maintenance of EOT Cranes				
6	Deep excavation (5 feet or more) near existing buildings /Structure s				
7	Working inside confined spaces (entry through manhole)				
8	Operation Maintenance of elevators				
9	Working on Live control Circuits for identification of faults				
10	Cable laying and termination Jobs				

	Indicative List of High-Risk Jobs - T&D Cluster				
Sl. No.	Jobs				
1	Transmission Line Tower Erection on columns, near live lines, In congested areas, In creeks, In the Sea				
2	Conductor Stringing on Tower Using Tensioner & Puller in the area such as Line Crossing, Near Live lines, Congested Areas, Road Crossing, Bridge Crossing, Railway line Crossing, In creeks ,In the Sea				
3	Cable Pulling by Using winch Machine in City and Rural Areas				
4	Hot Washing of HT and Extra HT lines, Towers and switchyards equipment				
5	Installation of Lifts				
6	Installation of EOT Cranes				
7	Tower Dismantling				
8	Working on H Frame /Pole mounted Transformers				
9	Excavation in operational Area heaving power cables in receiving station				
10	Identification and spiking of cable / disconnection of cables from poles				

I	Indicative List of High-Risk Jobs - Renewable Cluster				
SI. No.	Jobs				
1	Working on Electrical Panels				
2	Hi Potting of Equipment				

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3	Battery commissioning and maintenance		
4	Working on the nasal of Wind Turbine		
5	Working on live electrical switchyard, material Handling and Equipment installation		
6	Roof Top Solar Panels Installation and maintenance		
7	Working in live Electrical Switchyard, Material Handling, equipment installation		
8	All maintenance activities that requires climbing on Towers /Structures / Transformer/ GODs		
9	Loading and Unloading of Solar Panels on trucks		
10	Structural Repair /Dismantling work at height.		



# HEALTH AND SAFETY POLICY

We, at Tata Power, reaffirm our belief that the health and safety of our stakeholders is of the utmost importance and takes precedence in all our business decisions. In pursuit of this belief and commitment, we strive to:

- Maintain and proactively improve our management systems to minimize health and safety hazards to our stakeholders and all others influenced by our activities.
- Comply and endeavour to exceed all applicable occupational health & safety legal and other requirements by setting the highest standards.
- Integrate health & safety procedures and best practices into every operational activity with assigned line-functional responsibilities at all levels, for improving and sustaining health & safety performance.
- Involve our employees in maintaining a safe and healthy work environment through risk assessments, periodic reviews of operational procedures, safe work methods and adoption of new technology.
- Develop a culture of safety through active leadership and provide appropriate training at all levels to enable employees developing their skills to work safely.
- Incorporate appropriate health & safety criteria into business decisions for selection of plant and technology, performance appraisal of individuals and appointments in key positions.
- Ensure availability at all times of appropriate resources to fully implement the health & safety policy of the company.
- Promptly report incidents, investigate for root causes and ensure lessons learnt shared and deployed across the company.
- Ensure service providers and their workmen align with company's safety codes and practices for the health and safety of personnel working with us.
- Set safety & health metrics as indicators of excellence, monitor progress and continually improve performance.

We shall actively communicate this policy to all stakeholders by suitable means and periodically review its relevance in continuously changing business environment.



### (Praveer Sinha) CEO & Managing Director



# Date: 15<sup>th</sup> June, 2018

# Lighting up Lives!



# **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 •

### Date: 15<sup>th</sup> June, 2018

### (Praveer Sinha) **CEO & Managing Director**

## TATA POWER Lighting up Lives!



# **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: 15<sup>th</sup> June, 2018

## **TATA** POWER Lighting up Lives!





# SUPPLIER MANUAL ANSWERING TO E-BIDDING

	Version 1.2
Company Confidential	DEC - 2020

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2 VENDOR SCREEN	4
2.1.1 Review and Approve "Prerequisites"	5
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2.1.3 Entering Your Prebid	6
2.1.4.1 How to submit a price	9
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4 ARIBA TRAINING AND ARIBA SUPPORT	.8
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### 1- Accessing Ariba Sourcing

**Step 1:** You will get an invitation to your email from Ariba System. Keep this email, it contains your login Information and a direct link to Ariba.

#### Step 2: Click "Click Here" to access the Ariba Web Site.

Ravi Shingare <s4system-prod+tatapowe< th=""><th>R-T.Doc682767110@ansmtp.ariba.com&gt;</th></s4system-prod+tatapowe<>	R-T.Doc682767110@ansmtp.ariba.com>
The Tata Power Co. Ltd. has invited you to participate i	in an event: RFQ for testing.
e Ravi	
re to download pictures. To help protect your privacy, O	utlook prevented automatic download of some pictures in this message.
	The Tata Power Co. Ltd. has invited you to participate in the following event: RFQ for testing, to submit a firm bid on or before the Bid due date covering the goods/services defined by the attached BOQ and specification in compliance with all referenced documents. Please indicate that you are inclined to bid within two (2) days after receipt of this Bid Request. The event is set to begin on Wednesday, January 20, 2016 at 7:30 PM, India Standard Time.
	Use the following username to log in to The Tata Power Co. Ltd. events: test1.ravi.shingare@tatapower.com.
	<u>Click Here</u> to access this event.
	When you click this link, log in with your username and password. You will then have the option to register your buyer-specific user ID with a new or existing Ariba Commerce Cloud account and participate in your event.
	If you do not want to respond to this event, <u>Click Here</u> . You must register on the Ariba Commerce Cloud or log in using your existing Ariba Commerce Cloud account username and password before you can indicate that you do not want to respond to this event.
	If you have forgotten your username or password and are unable to log in, <u>Click Here</u> .

#### Step 3: Supplier has to click on "Continue"

riba Sourcing	Help Center >>
Welcome, KIRTI CONSTRUCTION	
Have a question? Click here to see a Quick Start guide.	
Welcome to the Ariba Commerce Cloud. The Tata Power Company Limited has invited you to a sourcing event. Please complete registration for your account on the Ariba Commerce Cl Please complete your Ariba Commerce Cloud user account registration by clicking Continue. Note: If you click Continue and you already have an existing user account on the Ariba Con creating a duplicate user account.	and a constant for the state of
Click here if you already have an Ariba Commerce Cloud , Ariba Discovery or Ariba Network account Continue	
About Ariba Commerce Cloud	
The Ariba Commerce Cloud is your entryway to all your Ariba seller solutions. You now have a single location to manage all of your customer relationsh solution your customers are using. Once you have completed the registration, you will be able to: Passpond more efficiently to your customer requests Work more quickly with your customers in all stages of workflow approval Strengthen your relationships with customers using an Ariba Commerce Cloud solution Review pending sourcing events for multiple buyers with one login Ariba Commerce Cloud Profile across Ariba Network Ariba Discovery , and Ariba Sourcing activities	sips and supplier activities regardless of which Ariba
Moving to the Ariba Commerce Cloud allows you to log into a single location to manage	

### **Step 4:** The registration process only takes a few moments, with a simple one-page registration **Define your** password and secret question. Click "OK"

		* Indicates a required field
Company Name *	KIRTI CONSTRUCTION	
Country *	India [IND]	<ul> <li>If your company has more than one office, enter the main office address. You can enter more addresses such as your shipping address, billing address or other addresses later is</li> </ul>
Address =	Yashodeep E3-08	your company profile.
	Sector 22 Koperkhiarne Navi Mumbai	Supplier has to fill the form
	400709	
City =	mumbal	
State	maharashtra	
Postal Code=	400709	
Product and Service Categories. *	Enter Product and Service Categories	Add -or- Browser
Ship-to or Service Locations:*	Enter Ship-to or Service Location	Add -or- Browse
Tax ID:	Cipition at	Enter your Company Tax ID number.
DUNS Number		Enter the nine digit sumber issued by Dun & Bradstreet.

**Step 5:** If it's the first time you are invited to use UPM Ariba, you'll need to accept the "Participant Terms". Select "I accept the terms of this agreement". Click "Submit".

Secret Question *	In what city was your mother born? $\checkmark$	The answer to your secret question must be atteast 5 characters.
Language	English 🗸	The language used when Ariba sends you configurable notifications. This is different than your web b
	des the basic company information, available for new b spany Profile page after you have finished your registra	
by editing the profile visibility settings on the Con By clicking the Submit button, you expressly ackr	npany Profile page after you have finished your registra lowledge and give consent to Ariba for your data entere	usiness opportunities to other companies. If you want to hide your company profile, you can do so anyt ion. d into this system to be transferred outside the European Union. Russian Federation or other jurisdictio d in various data centers globally), in accordance with the Ariba Privacy Statement, the Terms of Use, a
by editing the profile visibility settings on the Con By clicking the Submit button, you expressly adar where you are located to Ariba and the computer applicable law. You have the right to access and modify your per it has been granted and may be revoked by prior	npary Profile page after you have finished your registra availedge and give concent to Ariba for your date enter systems on which the Ariba services are hosted (locate sonal data from within the application, by contacting th	tion. d into this system to be transferred outside the European Union; Russian Federation or other jurisdictio d in various data centers globally), in accordance with the Ariba Privacy Statement, the Terms of Use, a e Ariba administrator within your organization or Ariba, Inc. This consent shall be in effect from the mor ding within the Russian Federation, You also expressly confirm that any of your personal data entered o
by editing the profile visibility settings on the Con By clicking the Submit button, you expressly adar where you are located to Ariba and the computer applicable law. You have the right to access and modify your per it has been granted and may be revoked by prior	pany Profile page after you have finished your registra solvedge and give consent to Amb for your data enter systems on which the Anba services are hosted {locate sonal data from within the application, by contacting th written notice to Anba. If you are a Russian citizen resi red by your organization in a separate	tion. d into this system to be transferred outside the European Union; Russian Federation or other jurisdictio d in various data centers globally), in accordance with the Ariba Privacy Statement, the Terms of Use, a e Ariba administrator within your organization or Ariba, Inc. This consent shall be in effect from the mor ding within the Russian Federation, You also expressly confirm that any of your personal data entered o

### 2 Vendor Screen - Submitting Your Answers / Proposal

2.1.1 If vendor goes through mail invitation then directly Screen 3.1.1 will appear, but if If you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the **Login** button to continue. Log in with your Ariba username and password in order to participate in the event OR you have to follow the following steps.

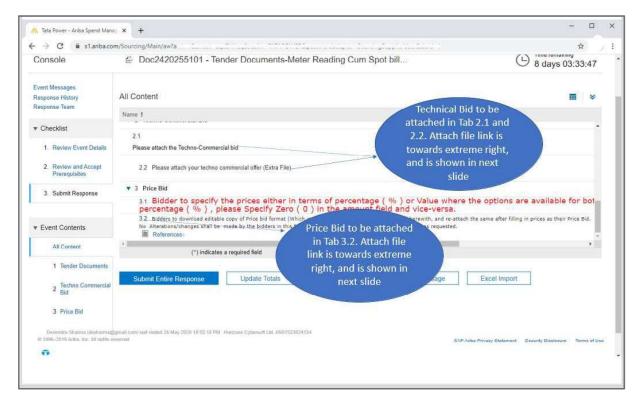
Step 1 - Log on supplier.ariba.com

Step 2 - Put your USER ID and Password in following screen

Supplier Login	E manage base and an and an
	The same law
	filler and the second
Login	The same from the same same same same same same same sam
Forgot Username or Password	The second secon
Need help? See Quick Start	

	* © Ø		a.com/S	C 🔒 service.ariba
	@ @		a sub-sub-sub-sub-sub-sub-sub-sub-sub-sub-	
			and Questionaire - Standard Account Upgrade	P Ariba Proposals a
			ry	HE TA
		riba Proposals	els And Questionalte	
li		tionnaire after gging in at ier.ariba.com ers this site in an effort to ensure mark	k Welcome to the Ariba 5.	re Tat Ariba Contract ofile All req Ariba Network been c /iew customer requested f
/ER	TATA POW		ness	iblic Profile Completen
			Events	
Event Type	ID End Time 4		to reach 45% > Title	Enter a short description t
			<ul> <li>Status: Open (2)</li> </ul>	leads match your co
RFP RFP	Doc2416130949 6/4/2020 4:55 PM Doc2420255101 6/4/2020 3:00 PM	Power Sistribution at Odisha (TPC-ENGG-ENQ-016-20-21) t billing and Bill Distribution(TPC-ENGG-ENQ-015-20-21)	Maintenence of HT and LT Net	View Matched Leads
	enquiries) in which rticipated shall be and enter into any ific event	Due Bidder has part visible. Click ar	Tasks	
☆			e; × + m/Sourcing/Main/aw?a	
Center >>	ny Sottings <del>-</del> Help	Company Company	ıg	riba Sourcin
IC .	Desktop File Syn		pany Limited Dashboard	to The Tata Power Comp
aining 03:36:25	B days	eter Reading Cum Spot bill	E Doc2420255101 - Tender Docur	nt Details
		st be answered before you can view event content or participal can continue with the event. If you decline the terms of the pre		Messages pad Tutorials nse Team
	Print Event Information	Prerequisites Decline to Respond	Download Content	ecklist
<b>.</b> ×	51-24155 ZA	Review the terms of the over Click on "Revie	Tender Documents	Review Event Details
	s″	Prerequisites	Name †	Review and Accept Prerequisites
			1 Tender Documents	Submit Response
			<ul> <li>1.1 Introduction</li> </ul>	Submit Response
			1.1.1 Introduction	ent Contents
55		Ridden werke demeler die state and an eine eine	as per the Notice Inviting Tender dated 1	
		, Bidders are to download Tender from Tata Power website (Ten	in this E-tender enquiry for reference pur	All Content
nc aining 03: equire tent o	Desktop File Syn  Time rema 8 days  Date in the event. Some prerequisites may re rerequisites, you cannot view the event cont  Print Event Information  To them Next  *	eter Reading Cum Spot bill st be answered before you can view event content or participal can continue with the event. If you decline the terms of the pre Prerequisites Decline to Respond Review the terms of the new	Im/Sourcing/Main/aw?a	riba Sourcin to The Tata Power Comp nt Details Messages oad Tutorials near Team ecklist Review Event Details Review and Accept Prerequisites

🔪 Tata Power - Ariba Spend Mana 🛛 🗙	+	-		×
→ C 🔒 s1.ariba.com/Sc	urcing/Main/aw?a	R	à	1
Checklist	- resolucies most na combaten buo, to hemohanou in me avairt			
1. Review Event Details				
2. Review and Accept Prerequisites	In consideration of the opportunity to participate in on-line events ('On-Line Events') held and conducted by the company sponsoring this On-Line Event ('Sponsor') on (this 'Site') hosted by Ariba, Inc. ('Site Owner'), your company ('Participant' or 'You') agrees to the following terms and conditions ('Bidder Agreement'):	the web s	te	
3 Submit Response	1. Bids. If You are invited to participate in the On-Line Event. Sponsor reserves the right to amend, modify or withdraw this On-Line Event. Sponsor reserves the right reject all or part of your proposal. Submission of a bid does not create a contract or any expectation by Participant of a future business relationship. Rather, by submitti are marking a firm offer which Sponsor may accept to form a contract, subject to section 2 below. Sponsor is not liable for any costs incurred by Participant in the preparesentation, or any other aspect of Participant's bid.	ng a bid. y ration,		
	<ol><li>Price Quotes. Except to the extent Sponsor allows a non-binding bid, all Bids which Participant submits through the On-Line Events are legally valid quotations with qualification, except for data entry errors.</li></ol>	out		
	3. Procedures and Rules. Participant further agrees to be bound by the procedures and rules established by the Site and Sponsor.			
	4. Confidentiality. Participant shall keep all user names and passwords, the On-Line Event content, other confidential materials provided by the Site and/or Sponsor, a provided by You or another participating organization in confidence and shall not disclose the foregoing to any third party.	and al <mark>l</mark> bid	3	
	5. Bids through Site only. Participant agrees to submit bids only through the on-line bidding mechanism supplied by the Site and not to submit bids via any other mec including, but not limited to, post, courier, fax, E-mail, or orally unless specifically requested by Sponsor.	hanism		
	6. Ethical Conduct. All parties will prohibit unethical behavior and are expected to notify the Site Owner by contacting the appropriate project team if they witness prac counter-productive to the fair operation of the On-Line Event. If Participant experiences any difficulties during a live On-Line Event, Participant must notify Site Owner is			
	7. Survival, The terms and conditions of this Bidder Agreement shall survive completion of the On-Line Event.			
	BA v1.1 19Aug05			
	Accept the Terms of			
	Agreement and Submit			
	I do not accept the terms of this agreement.			



Console	E Doc2420255101 - Tender Documents-Meter Reading Cum Spot bill	(b) 8 days 03:33:34	
Event Messages Response History	All Content These are "Attach File" links for	<b>=</b> ×	
Response Team	Tab 2.1 and 2.2 where Technical		
Checklist	bid is to be attached.		
	Pls attach files in BOTH these tabs	Attach	
1. Review Event Details	otherwise it will show error on	Attach a file	
2. Review and Accept Prerequisites	submission.	Attach a file	
3. Submit Response	erms of percentage ( % ) or Value where the options are available for both. In case price is special in the amount field and vice-versa.	ified in	ŀ
Event Contents	In spart of Annexure 1 of Tender)attached herewith, and re-attach the same after filling in prices as their Price Bid, mat apart from entering their rates/prices/taxes as requested.	• Attach	
All Content	• This is "Attach	a file , *	
	(*) Indicates a required field File" link for Tab		
1 Tender Documents	3.2 (Price Bid).	Numero and Annual An	
2 Techno Commercial Bid	Submit Entire Response Update Totals Save draft Excel I	nport	
Click On "Subn	it Entire Note: In case	of multiple files, all file	es
		one folder and folder o	
Response" /	can be kept in o		

### 3 Communicating with Tata Power Buyer during e- bidding

Step 1: Click "Compose Message".

1911	(*) indicates	a required field			-
nts	Submit Entire Response	Update Totals	Save draft	Compose Message	Excel Import
rcial		0.0000000000000000000000000000000000000	1000 C 1000	S TO MANY ALL DOUGHT BET	

Step 2: Compose Your Message and click "Send".

ack to Th	e Tata Power Company Limited-TEST Dashboard	Desktop File Sync	🖂 Notifications
Compose	e New Message		Send Cancel
From:	shingare manufacturers (Ravi Shingare)		
τυ.	Project Team		
Subject:	Doc681345837 sourcing project 001		
Attachmen	its: <u>Attach a file</u>		
ВВ	I U j≣ ;≣ size → Verdana → A A O		
Dear Sir, Can we su	ubmit the price 77		
Regards			
ABC			

### **4** ARIBA TRAINING VIDEOS

Participating in a RFI or RFP on Ariba Network - https://www.youtube.com/watch?v=9\_XXUaVyI7o

#### **4** Support from Ariba - Supplier can raise the Ticket for "Support"

Here are the steps that Suppliers can follow for raising a ticket or requesting a call back from Support team. They can do so without logging in - pls follow the brief instructions given below.

1. Go to login page>Choose "Support" on the bottom right corner

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2. Add query and press "Start" – After that, following screen will pop up where you can choose either Get Help by Email or Get Help by Phone.

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3. Choose phone and add following basic details and you will get call back

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If not by phone, they can ask for a response/support by email.

### SUPPLIER FREQUENTLY ASKED QUESTIONS

#### If I registered on my buyer's Ariba Sourcing site in the past, do I need to register again?

<u>Answer-</u> Yes. Although you have registered on your buyer's Ariba Sourcing site in the past, registering on the Ariba Commerce Cloud is required. The registration process only takes a few moments, with a simple one-page registration. Registering on the Ariba Commerce Cloud gives you access to all your buyer relationships with one username and password.

#### What is the Ariba Commerce Cloud?

<u>Answer: -</u> The Ariba Commerce Cloud is your entry point to all of your seller solutions. Rather than managing log in information for multiple buyers' sites, you will have one log in and one account. This means fewer passwords to remember, easier user maintenance for your company, and a unified profile for your organization.

#### 4 Do I need to add Product and Service Categories during registration?

<u>Answer:-Yes</u>; this is a required field. Product and Service Categories classify what your company sells, and the system uses this information to match potential business opportunities with your products and services.

Click **Add Product and Service Categories** to select one or more categories from the list of options. During registration, you only need to choose one category, preferably related to the event you are joining. You can add, refine, or remove categories any time after the registration process.

#### 4 Do I need to add ship-to or service locations during registration?

<u>Answer: -</u> Yes; this is a required field. Ship-to or Service locations inform buyers where your company sells its products or provides its services, and the system uses this information to match potential business opportunities with your products and services.

Click **Add Ship-to or Service Locations** to select one or more sales territories from a list. You can add, refine, or remove ship-to or service locations any time after the registration process.

<u>Additional Information: -</u>D-U-N-S is a registered trademark of Dun & Bradstreet or its subsidiaries in the United States and other countries.

### What is the difference between the Email and Username fields in my profile?

<u>Answer:</u> The Email field represents the email address where you wish to receive email notifications. The Username field is the identifier that you use to access your account. The Username field must be in email format, but you do not have to use a valid email address.

**Note:** Leave the **This is my username** box checked if you want your email address to be the same as your username.

#### How do I participate in my buyer's event using an email invitation?

<u>Answer: -</u> Use the **Click here** link in the email notification to access the sourcing event.

While buyers might customize the email content you receive, all email invitations contain a link to access the event.

Depending on your previous experience with Ariba solutions, do one of the following to access the event after you click the link:

- If you are new user, click **Continue** on the welcome page. You continue to register an Ariba account to link with your buyer and participate in the event.
- If you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the Login button to continue. Log in with your Ariba username and password in order to participate in the event.
- If you already have an existing Ariba Network, Ariba Discovery, or Ariba Sourcing supplier account, but you have not accessed any events for the inviting buyer's site, use the Click here if you already have an Ariba Commerce Cloud, Ariba Discovery or Ariba Network account link. After clicking the link, log in with your existing account to move your information to your buyer's site.

<u>Additional Information:-</u> Registering an Ariba account provides you with a consolidated view of all your customer relationships. With this one profile, you can view business opportunities, participate in sourcing events, participate in contract negotiations, and manage orders, catalogs, and invoices.

#### Why doesn't the link in the email invitation to participate in a sourcing event work?

<u>Answer:-</u>If you cannot click the link, or the link does not open the log in page, highlight and copy the Uniform Resource Locator (URL), and then paste the URL into your web browser.

#### Can my company have multiple accounts?

<u>Answer:-</u>Your Company can have multiple Ariba accounts, depending on your business needs. For example, if your company has several locations around the world, you might want a separate account for each region.

Most companies choose to have one account with multiple customer relationships, which provides a centralized location to maintain their company profile information and all of their customer relationships.

### How do I complete registration if my username already exists?

<u>Answer: -</u> This message means that you already have an Ariba Network, Ariba Discovery, or Ariba Sourcing supplier account registered under username you entered. You can either register user new account by creating a new username, or access one of the following sites to request a password reset for the registered username:

- <u>Ariba Network</u> (This login page is used for all Ariba Network, Ariba Sourcing, or Ariba Contracts suppliers).
- <u>Ariba Discovery login page</u>

To reset your password, click the Having trouble logging in? Link on the Login page.

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**Issue:** - Nothing happens when I click the **Forgot Username** link and enter my email address.

<u>Cause: -</u> After you submit your request to retrieve your username, the Ariba Network sends an email notification with usernames that match the email address you submitted.

Some possible reasons why you may not receive this username retrieval email notification:

- The email address on your account does not match the email address you entered when submitting the request.
- Your buyer-specific account was deactivated before you could move it to the Ariba Commerce Cloud. Generally, that means you probably have not participated in an event with that buyer for a while.

#### Solution: -

- To ensure you receive this email notification:
- Make sure you type the email address configured within your account.

If your buyer-specific account has been deactivated, contact your buyer to determine how to proceed.

### Where is my password reset email?

<u>Answer: -</u> After you submit your request for a password reset, Ariba sends instructions to the email address associated with your account. If you didn't receive a password reset email, check the following scenarios to troubleshoot.

The username you entered is in the wrong format, or it isn't associated with the email address you are checking.

- Keep in mind, your username is in the format of a full email address, but it can be associated with any email address you entered previously.
- Your username is also case-sensitive.
- To confirm that you are using the correct username and format, return to the Ariba login page, and click the Having trouble logging in? link (Forgot Username if you're working in Ariba Discovery).
  - Choose I forgot my username, and click Continue.
  - Enter the email address associated with your account, and click **Submit**.

 You will receive an email that lists the exact format of the username associated with the email you entered.

You entered the correct username, but you still didn't receive the password reset email notification.

- This can occur if the configured email address is different from the account you are checking.
- You might have multiple accounts for your company, so make sure you are attempting to access the correct account.

Your email configuration or company's security settings might also prevent you from receiving the password reset email. To find out, check your junk mail folder or email filter settings to verify that automated emails from Ariba are not blocked from your email account.

### Why do I get this message on the SAP Ariba Login page: "The username and password pair you entered was not found"?

<u>Answer: -</u> You entered an incorrect **Username** or **Password**. You might receive this message if you entered a previous **Username** or **Password**. Remember that your **Username** has the format of an email address, and both the **Username** and **Password** are case sensitive.

Click the **Having trouble logging in?** Link on the Login page if you don't remember your log in information.