



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Open Tender Notification

for

Painting work rate contract for a period of one year

Tender Enquiry No.: TPCODL/P&S/18/2020-21

Due Date for Bid Submission: 10 July 2020[15:00 Hrs.]

Tata Power Central Odisha Distribution Limited
2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751022



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

CONTENTS OF THE ENQUIRY

S. NO.	PARTICULARS
1.	Event Information
2.	Evaluation Criteria
3.	Submission of Bid Documents
4.	Bid Opening & Evaluation process
5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
Annexures	
I.	Annexure I – Schedule of Items (BOQ)
II.	Annexure II – Technical Specifications-Not applicable
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
VII.	Annexure VII – General Condition of Contract
VIII.	Annexure VIII-Safety Terms and Conditions & Safety Policy
IX.	Annexure IX- Tata Code of Conduct(TCOC)
X.	Annexure X-Environment & Sustainability Policy



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

1.0 Event Information

1.1 Scope of work

Open Tenders are invited from interested Bidders for entering into a Rate Contracts valid for a period of **1 Year** as defined below :

Line Item no.	Work Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1.	Painting work as per BOQ, Annexure-I, enclosed. Job will be carried out in any areas of TPCODL, consisting of five circles(Bhubaneshwar I&II, Paradeep, Dhenkanal & Cuttack)	5 Lac	5000

1.2 Availability of Tender Documents

Non-transferable tender documents may be purchased by interested eligible bidders from address given below, on submission of written application to the under mentioned and upon payment of non-refundable Tender fee.

Chief (Procurement & Stores)
Tata Power Central Odisha Distribution Limited
2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751022

Tender documents may be downloaded by interested eligible bidders from TPCODL website www.tpcentralodisha.com with effect from 25 June 2020. In the event detailed tender documents are downloaded from TPCODL website, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's cheque drawn in favor of "TP Central Odisha Distribution Limited", payable at Bhubaneswar only. Any such bid submitted without this Fee shall be rejected.

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

1.3 Calendar of Events

(a)	Date of availability of tender documents from TPCODL Website.	From 25 June 2020 to 01 July 2020, 17:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	Not applicable.
(c)	Last Date of receipt of pre-bid queries, if any	03 July up to 15:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	06 July 2020 up to 17:00 Hours
(e)	Last date and time of receipt of Bids	10 July 2020 up to 15:00 Hours



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Note :- In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPCODL, Bhubaneswar office 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 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.5 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.6 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.7 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/ Rejection

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

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender fee of requisite value
- 1.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I(BOQ).
- 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

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

1.7 Qualification Criteria

1. The bidder should have average annual turnover of Rs.1 Crore in last three years (FY 16-17, FY 17-18 and FY 18-19). Audited balance sheet, profit and loss account and auditors report from the statutory auditors of the company required.
2. Experience: Bidder should have at least three years' experience in executing various painting work of civil structures at ground level and also at different heights etc.

1.8 Marketing Integrity

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

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

1.9 Supplier Confidentiality

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

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on **overall lowest cost in Line Item Basis** as calculated in Schedule of Items [Annexure I]. TPCODL reserves the 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.
- Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPCODL may reject the bid.

NOTE: In case of a new bidder not registered, inspection of their any other site and evaluation shall be carried out to ascertain bidder's capability and quality procedures. However TPCODL reserves the right to carry out site inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPCODL shall be final and binding on the bidder in this regard.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

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

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

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

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

Account Name: TP Central Odisha Distribution Limited

Bank Name: SBI, IDCO Towers, Bhubaneswar

Bank Account No. : 10835304915

IFSC Code : SBIN0007891

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

- a) Documentary evidence in support of qualifying criteria
- b) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- c) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- d) Quality Assurance Plan (*where applicable*)

The technical bid shall be properly indexed and is to be submitted through authorized person in shape of hard copy in duplicate.

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

EMD
“Paining work Rate Contract”

Bids have to be mandatorily submitted only in hard copy sealed envelope. Please mention our Enquiry Number:- XXXXXXX on the Tender and drop the same at Tata Power Central Distribution Limited, 2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751022. Bids submitted through any other form/ route shall not be admissible.

The envelope shall be addressed to:

Chief (Procurement & Stores)
Tata Power Central Odisha Distribution Limited
2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751022

The envelope shall also bear the Name and Address of the Bidder along with our Tender No. and subject.

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

The Bidder has the option of sending the Bids in person or by post. However late receipt due to postal delay or any other reason will not be entertained. Bids submitted by Email/ Telex/ Telegram / Fax will be rejected. No request from any Bidder to the TPCODL to collect the proposals from Courier/ Airlines/ Cargo Agents etc. shall be entertained by the TPCODL.

SIGNING OF BID DOCUMENTS:

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

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

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

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

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

3.2 Contact Information

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

Communication Details:

Name: Mr. D.P.Das, Sr.GM

Contact No: 9438297571

E-Mail ID: purchase@cescoorissa.com

Name: Mr. Asish Karmakar, HOG-Procurement

Contact No: 8768455566

E-Mail ID: purchase@cescoorissa.com

Chief – Procurement & Stores:

Name: Mr. Praveen Kumar Jain

Contact No.: 9223322641

E-Mail ID: pkjain@tatapower.com

3.3 Bid Prices

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

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

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

Or

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

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential

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

4.2 Technical Bid Opening

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

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

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

4.3 Preliminary Examination of Bids/ Responsiveness

TPCODL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. TPCODL may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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

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

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

4.4 Techno Commercial Clarifications

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

4.5 Price Bid Opening

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

4.7 Reverse Auctions

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

5.0 Award Decision

TPCODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion 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 rate contract / purchase order / LOI solely depends on TPCODL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that TPCODL may deem relevant.

TPCODL reserves all the rights to award the 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 TPCODL reserves the right to award other suppliers who are found fit.

6.0 Order of Preference/Contradiction:

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

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. General Conditions of Contract.

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- After finalization of tender, Rate Contract shall be issued on successful bidder with a validity period of **One Year**. Prices shall remain firm till validity of issued rate contract. Within the validity of rate contract and as per requirement of material, release order shall be issued time to time.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of rate contract. PBG applicable shall 5% of Rate Contract Value. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
- Guarantee applicable shall be as per technical specifications.
- Completion period for each job shall be finalized on mutually agreed schedule and availability of site.
- TPCODL shall short close the issued Release Order / Rate contract, in case of any quality issues.
- Any change in statutory taxes, duties and levies shall be borne by TPCODL.
- All other terms and conditions of TPCODL GCC shall be applicable.

7.2 Drawing Submission & Approval

Not applicable.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

7.3 Delivery Terms

The delivery of material shall be made as per special condition of contract mentioned in point 7.1.

7.4 Defect Liability Period

Defect Liability Period will be six months for each job, under this tender. Any manufacturing, quality and workmanship defect, if detected upto six months from date of completion of job, same will be rectified free of cost by contractor.

7.5 Payment Terms

On completion of job and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of Tata Power Central Odisha Distribution Limited to Invoice Desk. The payment shall be released **within 30 days** from the date of submission of certified bills/ invoices

7.6 Climate Change

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

7.7 Ethics

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

Bidder is advised to refer attached Tata Code of Conduct (TCOC), Annexure-IX, for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: purchase@cescoorissa.com & spnaphade@tatapower.com



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

8.0 Specification and standards:

Bitumatic coating thickness will be 50 micron.
Approved Make of Paints: Asian paint/ Nerolac/ Berger

9.0 General Condition of Contract

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

10.0 Safety

All jobs are this tender have to be executed strictly in compliance to the Safety terms and Conditions of Tata Power. Please refer attached Safety terms and conditions, Annexure-VIII, for details. Violation of Safety norms will result in Penalty as mentioned in the above document. Safety Policy of Tata Power is also enclosed for reference.

ANNEXURE I

Schedule for Items (BOQ)

Rate to be quoted in the_Painting rate contract as per BOQ given below:

S.NO	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Providing all materials and carrying out two coats of water soluble all weather coat on exterior surface including scaffolding at all heights.	M2	25000		
2	Providing all materials and carrying out two coats of synthetic enamel paint of approved make over one coat of primer on structural steel including scaffolding at all heights etc.	M2	25000		
3	Providing all materials and carrying out two coats of Acylic emulsion paint of approved make over one coat of primer on internal walls including scrapping the surface ,making the surface smooth by filling of putty complete as directed by EIC.	M2	35000		
4	Providing all materials and carrying out two coats of white wash of approved make including scrapping the surface of walls complete as directed as	M2	15000		

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

5	Painting with aluminium paint of approved brand and manufacture to give an even shade. Two or more coats on New Work	M2	25000		
6	Painting with black anti corrosive bitumastic paint of approved brand and manufacture to give an even shade: Two or more coats on New Work	M2	10000		
	Total Value				
	GST @				
	Total with GST				

NOTE:

- The overall period of the rate contract shall be for a period of 1 years and prices shall be firm till the validity of contract. Release order shall be issued as per requirement of TPCODL.
- The bids will be evaluated commercially on the overall lowest cost in line item basis.
- The unit price should be exclusive of GST. GST % to be mentioned separately.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.
- The bidder must fill each and every column of the above format. ***Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.***
- No cutting/ overwriting in the prices is permissible.

ANNEXURE II

Not applicable.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022
NIT No.: TPCODL/P&S/18/2020-21

ANNEXURE III

Schedule of Deviations

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

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

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:



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

ANNEXURE IV

Schedule of Commercial Specifications

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

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of technical bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Micro, Small & Medium Enterprises Act,2020	Yes / No (If Yes, indicate, MSME Reg'n No.)



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

ANNEXURE V

Checklist of all the documents to be submitted with the Bid

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

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this RFQ	
3	Company profile/ organogram	
4	Signed copy of this RFQ as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/ technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	Not applicable
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)	Not applicable
13	All the relevant Type test certificates as per relevant IS/ IEC (CPRI/ ERDA/ other certified agency) if applicable	Not 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	



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Annexure VI

Acceptance Form for Participation In Reverse Auction Event

(To be signed and stamped by the bidder)

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

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

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

Signature & Seal of the Bidder



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Annexure VII

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

- 1.1 The scope of work under this Contract includes all activities required to complete the Works in accordance with the Specifications, drawings & BOQ which are part of Contract.
- 1.2 Supply of all resources inclusive of, but not limited to, men, materials and machinery, equipment, tools & tackles, scaffolding, formwork, consumables, all enabling activities etc., complete required for above works at each and every stage in time, to adhere to the completion date are included in scope of work unless otherwise specifically stated elsewhere in this agreement.
- 1.3 All temporary facilities required for the Works like site office, stores, employee welfare facilities, labour accommodation & transportation etc are in Contractor's scope of work.
- 1.4 The entire scope of Contract Works shall be carried out strictly in accordance with the true intent and meaning of the scope of Contract Works, specifications, drawings and BOQ taken together, so that the Contract Works when completed are fit for the intended purposes. All documents comprising the scope of Contract Works and all parts of each of these documents or document mentioned therein are supplementary and complimentary to each other and shall be construed accordingly.

2. COORDINATION WITH OTHER CONTRACTORS:

Contractor shall be required to co-operate and co-ordinate with the other Contractors and/or Subcontractor's working simultaneously at Site at the same premises, and shall maintain harmonious and cordial relations at all times. There shall be no exclusive access for the Contract works, a proper coordination is required from other trade works. Contractor shall take necessary steps to ensure that the equipment and works of Owner, third parties, other contractors including other utility services like water supply pipeline, telephone cables etc are not damaged during execution of Contract Works or otherwise by Contractor or Contractor's employees, subcontractors, suppliers etc. Contractor shall be responsible for all such damages and shall have to repair/replace and/or compensate for such damages at its own cost and indemnify the Owner for any losses suffered by the Contractor as a result of such damages caused by the Contractor.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

3. TIME OF COMPLETION:

Time is of the essence in this Contract.

The starting and completion date of the Work in all respects shall be as per the construction schedule provided elsewhere in the Contract. The Contractor shall strictly adhere to the program and the Owner's representative(s) shall review the same periodically.

Contractor shall start his mobilization activities within 7 working days from the date of this agreement/Notice to proceed and intimate the progress to Owner's representative time to time.

4. COMPLETION OF THE WORKS:

Completion of the works shall be on the issuance of a Completion Certificate by the Owner to the Contractor. Following minimum criteria shall be fulfilled before issuance of completion certificate.

4.1 Completion Criteria

4.1.1 The Contract Works shall be Complete when the following criteria have been satisfied:

- i) Completion of the Works and successful completion of all tests to the satisfaction of Owner in accordance the scope, technical specifications and Contract documents
- ii) Rectification of all punch list items and certification of the same by Owner
- iii) Submission of all As-Built Drawings

5. CONFIDENTIALITY:

Contractor shall not, without the previous written consent of Owner's representative, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its sub- contractors, agents, employees, directors, advisors or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any confidential information, otherwise than for the performance of its obligations under the under the Contract, disclosure to advisors or otherwise as required under the applicable laws or local laws.

6. CODES AND STANDARDS:

The work shall be carried out as per the specifications laid down by the consultant. In the absence of the relevant code of practices also, the instructions of the authorized Owner's Representatives and or standard engineering practice shall be adopted. In case of contradictions/conflicts between the specifications, the interpretation of the Owner's representative shall be final and binding on both parties.

7. PRICE & PAYMENT TERMS:

7.1 Price: The agreed Contract Price and rates as per the price schedule given elsewhere in Contract shall remain fixed till the completion of works.

7.2 Payment Terms

- i) Monthly running bill shall be paid based on actual completion of work at site duly certified by Engineer in charge.
- ii) Retention: 10% of the gross value of each Running account (RA) shall be retained as retention money. This retention money shall be released after satisfactory completion of

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

defect liability period.

- iii) Income tax and any other statutory recoveries as applicable shall be recovered from Contractor monthly running bills and TDS certificate for the deductions shall be furnished.
- iv) All payments shall be made by the Owner to the Contractor within 45 days from the date of receipt of Contractor's error free invoice along with all the back-up documents complete in all respects.
- v) All payments are subject to signing of Contract Agreement and submission of an unconditional EMD cum Contract Performance bank guarantee.

- 7.3 Where mode of measurement is not specified in Contract documents/specification, the measurements will be taken at site as per relevant I.S. Code of Practice for Measurements.
- 7.4 The Owner/Owner's representative may from time to time intimate to the Contractor that they require the works to be measured and the Contractor shall attend or send a qualified agent to assist the Owner's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. The Contractor shall give all assistance for taking measurements like steel measuring tapes, scaffolds, ladder and including surveyors with surveying instruments for checking and confirming levels.
- 7.5 The final bill shall be submitted by the Contractor within 45 days of the date of the certificate of completion furnished by the Owner, otherwise Owner's representative's certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on all parties.

8. EXTRA/DEVIATED ITEMS:

- 8.1 No extra item shall be carried out without the prior approval from the Owner in writing. Any change in the specification/design resulting in additional expenditure shall be carried out only with the prior approval of the Owner in writing.
- 8.2 Extra items approved by Owner shall be paid on the basis of vouchers of cost of materials and labour produced by the Contractor. Vouchers produced for materials, labour, machinery etc. shall be accepted only if such vouchers are as per the prevailing market rates. The Contractor shall be paid 20 percent of the cost of materials, labour and operation of plant and machinery etc. required to execute the item, towards his profit

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

and overhead charges. For such extra work, the Contractor shall maintain time sheets of personnel engaged and machinery used for execution of same and get them certified by the Owner. Only such labour and plant cost based on above records, which in the opinion of the Owner is justified, shall be taken into account to determine the extra item rate.

9. TAXES & DUTIES:

- 9.1 The price & rates quoted by Contractor and as mentioned in the schedule of price shall be inclusive of all taxes, Octroi, statutory clearances, duties, levies etc. Complete for each item.
- 9.2 Contractor shall submit an Income Tax Clearance certificate from the Income Tax department for the period including the past three (3) years.
- 9.3 Contractor shall provide a valid Provident Fund registration number; VAT and service tax registration number and evidence of the same shall be enclosed.
- 9.4 Failure to submit the evidence for the above will entitle the Owner to deduct appropriate tax liability values, Provident Fund values at the applicable rates from approved billing values. Such deductions shall not be refundable to the Contractor.
- 9.5 Any statutory variation in rate of applicable Indian taxes, duties, levies etc., any variation in applicable taxes or interpretation/enforcement of the same or introduction of new taxes or the introduction/amendment of any exemptions (other than Direct taxes i.e. Income Tax, corporate tax etc), levied in India, starting from 2 (two) Days prior to the Closing Date for submission of Bid but within the Guaranteed Completion Date of Works, shall be to the account of the OWNER/PROJECT MANAGER. Such adjustment shall be limited to direct transactions between the OWNER/PROJECT MANAGER and the Contractor and no amounts shall be payable on account of variation on taxes, duties and levies between the Contractor and its sub vendors/Sub-contractors/suppliers.

10. LABOUR LAWS & INDEMNIFICATION:

- 10.1 All employees and personnel engaged by the Contractor and approved sub-contractors shall be the employees of the Contractor or such approved sub-contractors, as the case may be and shall not, under any circumstances, be deemed to be the employees or agents or contractors of the Owner. Contractor shall comply with all the applicable laws, including labour related laws of the State Government, Central Government and local authorities as applicable to the place of work. All records to be maintained under these laws shall be maintained by Contractor and produced to the concerned authorities and the Owner as and when directed to do so. No extra payment will be made by the Owner to comply with such laws.
Contractor shall bear the entire responsibility, liability and risk relating to coverage of his workforce under different statutory regulations including Workmen's Compensation

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Act, The Employees Provident Fund Act, The Employees State Insurance Act, Factories Act 1948, the Contract labour Regulation Act 1970 and any other relevant regulations as applicable.

Contractor shall be solely responsible for the payment of all employee and worker related benefits such as provident fund, bonus etc as applicable as per the various statutory regulations and shall keep Owner indemnified in this regard against any claim by its employees or workmen or sub-contractors.

[10.2 The Contractor shall be fully responsible for the due compliance by him and his sub- contractors with all statutory requirements and with all applicable labour laws including Contract Labour Abolition and Regulation Act, Workmen's Compensation Act, P.F./E.S.I., Labour welfare fund, Act as may be applicable to the Contractor, the sub-contractors and their employees. The Contractor shall fully indemnify and save harmless the Owner from and against all claims, demands, expenses, losses, liabilities, charges, actions, suits and proceedings whatsoever including claims under aforesaid Acts and laws which may be brought or made against the Owner, its Officers or servants by reason or in consequence of any matter or thing done or omitted to be done by the Contractor and/ or its sub- contractors and all costs, charges and expenses which may become payable by the Owner in respect thereof.

10.3 Contractor shall fully indemnify, save harmless and defend the Owner & it's Representative/s from and against any and all claims, including reasonable legal costs, (collectively the "Damages"), including by third parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Works, Plant or part thereof not yet taken over) which arises out of or in consequence of the Services whilst the Contractor has responsibility for the care of the Works to the extent resulting from Contractor's or any Sub-Contractor's or their agents or employees act, negligence, or strict liability or omission in the performance of the Services hereunder; provided that the foregoing obligation shall not apply to the extent such damages are caused by the intentional acts or omissions of the Owner or Owner's representative/s.

11. QUANTITIES:

11.1 The quantities against various items of work furnished in the Schedule of Quantities are only approximate and are based on preliminary designs. They are meant only for the purpose of having a common base of comparison of various tenders.

Prices and rates quoted shall be firm for a variation in the total Contract price by $\pm 25\%$ (plus or minus twenty five percent) with the provision that quantity of individual items of work may vary to any extent. No additional financial compensation will be payable in this regard.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

BIDDER shall furnish percentage extra/rebate over the Contract Price in case variation in the contract price exceeds $\pm 25\%$. In case BIDDER does not specify this, the quoted price shall be deemed to remain unaltered for any variation beyond $\pm 25\%$. No extension of time will be granted in case of increase /decrease of quantities/Contract Price beyond $\pm 25\%$ due to additional quantities of work to any extent for any or all items of work.

- 11.2 The quantities of the various kinds of work to be done and materials to be furnished under this Contract which have been estimated and are set forth in the proposal or the Agreement or the Schedule of Quantities and Rates are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this Contract.
- 11.3 The CONTRACTOR agrees that neither the OWNER/PROJECT MANAGER nor the ENGINEER nor any of the employees or agents thereof shall be held responsible if any of the said estimated quantities should be found to be not even approximately correct in the construction of the work and that he will not at any time dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, size and type of work to be done or the kind or amount of the materials to be furnished or work to be done. Further, the CONTRACTOR shall make no claim for anticipated profits, for loss of profit or for damage because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the OWNER/PROJECT MANAGER or the ENGINEER
- 11.4 The rates/prices quoted by the CONTRACTOR in the schedule of rates/prices shall be fixed irrespective of any variation in the quantities of individual items of work and/or in the total Contract Price unless otherwise specified in the Contract.

12. RISK AND INSURANCE:

- 12.1 Contractor shall maintain with respect to the Work to be done under the Contract, in each applicable jurisdiction, all statutory insurance benefits and other insurances required by law.
Contractor shall be responsible for suitably insuring his entire work force, tools, plant, third party liability at the project site, all risk comprehensive insurance including CAR policy for entire Works under the Contract and any such risk, till the works are complete and handed over. Copies of all such insurances shall be submitted by Contractor to Owner's representative for review. Owner shall be fully indemnified in this respect.
- 12.2 Liability Limitation: The Contractor's total liability to the Owner for all matters under or arising out of this Contract, other than the Excluded Matters, is limited to 100% of the Total Contract Value in aggregate. For the purpose of this clause 12.2, "Excluded Matters"

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

shall mean liabilities arising on the Contractor on account of fraud, willful default, reckless misconduct by the Contractor or any regulatory penalties / third party claims that are made on the Owner on account of a breach of this Contract by the Contractor.

13. MATERIAL STORAGE, LABOUR ACCOMMODATION AND PROTECTION OF THE WORKS:

- 13.1 Contractor shall take all necessary steps to protect the Contract Works until fully taken over by the Owner. Completion shall be acknowledged by the issuance of a Completion Certificate issued by the Owner.
- 13.2 If available at site, space for material storage may be provided to Contractor, otherwise Contractor to arrange separately for the storage of materials at his own cost.
- 13.3 Contractor shall make all necessary arrangements for the accommodation of Contractor's labourers and personnel outside the site at no cost to the Owner.
- 13.4 Contractor shall make all necessary arrangements for transporting labours and workers from the accommodation to the work place at no charge to the Owner.

14. CONSTRUCTION WATER , POWER AND STAGING:

- 14.1 Water and Electricity required for the execution of the works shall be arranged by the Contractor at his own cost.
- 14.2 It shall be ensured by the CONTRACTOR that work shall proceed uninterrupted even in the event of power failures with the help of DG Sets and Diesel compressors. As such, adequate number of diesel operated machinery (such as boring rigs, concrete mixers, vibrators, welding sets, etc.) shall be provided by the CONTRACTOR at its cost as an alternative arrangement in case electrically operated machinery are proposed to be brought to site.
- 14.3 Necessary scaffolding for the work is in the scope of the Contractor.

15. SAFETY & QUALITY:

15.1 SAFETY RULES & REGULATIONS

- 15.1.1 Contractor shall abide by Health, Safety & Environment policy of Tata Power. Also Contractor and his personnel shall follow all safety standards, specifications and practices in construction as per applicable laws and also as instructed by Owner's Safety In charge. Any violation shall attract penalty as determined by the Owner. All safety appliances and personal protective equipment required such as, but not limited to, safety helmets, safety footwear, safety belts, goggles, hand gloves etc. shall be arranged by Contractor at Contractor's cost. All Contractor works shall be monitored by the Safety engineer of the Owner. If the Owner is aware of any non compliance thereto, then the Owner



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

will not only be entitled to make alternate arrangements for the same but also recover costs and damages for the same plus the Owner's own charges as deemed fit by the Owner.

Contractor and all Contractors' personnel shall abide by all safety standards, specifications and practices in construction and also as instructed by Owner's representative. Contractor is responsible for the safety of Contractor's staff and workmen. Contractor shall be subject to Safety audit at regular intervals.

15.1.2 Contractor shall indemnify the Owner against all claims, proceedings, legal actions etc whatsoever which arise due to Contractor's failure of following safety rules & regulations as mentioned above.

15.2 QUALITY OF THE WORKS

15.2.1 The works carried out by the Contractor shall be of best quality as per industry standard and specifications issued by the Owner. Wherever required, Contractor shall submit relevant test certificates for the materials/equipment/machinery/tools supplied/usage. If in any case the material used by the Contractor for the intended work is found defective, then the Contractor must replace the materials within 7 days of such defect notice. If the Works carried out by Contractor are not as per specification or relevant standards, the same shall be entrusted to some other agency at Contractor's risk and cost. The Contractor shall deploy sufficient numbers of dedicated full time quality assurance/quality control engineers at work place.

15.3 TOTAL COMPLIANCE TO TCOC, SHE AND CSM:

The Contractor shall abide and comply with Owner Safety, Health & Environment policies, Contract Safety Management (CSM), Sustainability and TCOC manuals / documents as enclosed, in totality.

15.4 CONSEQUENCE MANAGEMENT FOR SAFETY

In addition to CSM manual, following to be complied by the Contractor

- i) All Contractors working with Tata Power are to be ISO 14001 / OSHAS certified. In case it is not, Contractor shall obtain ISO 14001 / OSHAS within 6 months of the Effective Date of the Contract.
- ii). Contractors who have obtained OHSAS certification and have achieved 100% safety audit score for compliance will be eligible for 0.25% of the contract value as incentive which shall be payable at the time of closure of the Contract based on overall safety audit score.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

- iii). 2% of monthly invoice value shall be retained towards safety assessment. The said payment will be released after the safety audit / performance score is calculated by the Company for the respective month provided there are no safety incidents / violations reported for the Contractor for the respective month after deduction of LDs as enumerated below:
- a) 1st time violation of safety with severity 4 and 5 (highest severity) – Rs.10,000/- per incident
 - b) 2nd time violation of safety with severity 4 and 5 (highest severity) – Rs.25,000/- per incident
 - c) 3rd time onwards violation of safety with severity 4 and 5 (highest severity) – Rs.100,000/- per incident
- iv). For multiple incidents (more than 5 incident during contract), Project Manager / Site Manager to be changed by the Contractor.
- v). In case of fatality, LD of Rs.5,00,000/- shall be payable by the Contractor.
- vi). The above LDs shall be over and above liabilities including 3rd party claims & liabilities / statutory liabilities arising out of bodily injury or including death whether by accident or otherwise.
- vii). Contractor shall submit list of tools & tackles with details of make, year of manufacturing, valid certification to the Project Manager/ User for their approval
- viii). Project Manager may during the execution of project inspect & verify that the tools & tackles are as per the qualification requirements approved by him and will have right to seek replacements in case of any discrepancies. The Contractor shall always comply with such directives.
- ix). Safety Committee at Site shall be the sole authority and shall have the sole right to assess the safety performance / audit of the Contractor and their decision on rewards / LDs shall be final and binding on the Contractor. Contractor to note that in case of repeated safety violations / gross violations of Company's Safety Policy, the Contract may be terminated without notice and the Contractor delisted from Tata Power / associates / group companies.

16. SERVICES AND FACILITIES BY THE OWNER/PROJECT MANAGER:

The following facilities and services will be provided by the OWNER/PROJECT MANAGER to the Contractor:



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

- i) Only a base line and one permanent benchmark would be furnished to the Contractor near the site. Surveying and laying out of all works shall be in Contractor's scope. Contractor shall maintain without disturbance during the course of execution of the work the reference line and the workbench mark.
- ii) The Owner will hand over to the Contractor within one week from the date of issue of Letter of Intent some areas, as available at site to enable Contractor to make arrangements for stores, site office, etc. at his own cost. If space provided for storage facilities is not sufficient, the Contractor has to make his own arrangement for space at his own cost outside the plant.

17. CONTRACTOR'S PERSONNEL:

Contractor shall engage a Project Manager at site at all times who will be single point of contact for the Works. Contractor shall also engage qualified & experienced Engineers & supervisors at site at all times. Contractor shall also engage a separate Safety officer and Quality incharge and adequate safety stewards for the entire duration of Contract.

18. PROGRESS OF WORK:

- 18.1 Within 7 days upon award, the Contractor shall submit an detailed Contract Works program containing all the important milestones in the project to the Owner for approval. The work program shall fulfill the time requirements as stipulated elsewhere in Contract. Such program shall be supported with details of resource deployment.
- 18.2 Contractor has to provide weekly and monthly progress report and progress photographs to the Owner. Contractor shall also submit a resources schedule to the Owner and augment the workforce of equipment as and when required to attain requisite progress of works without any extra cost to Owner.

19. WORK IN MONSOON & DEWATERING:

- 19.1 The construction and erection work may entail working in monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection during monsoon according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and other period it shall be the responsibility of the Contractor to keep the construction site free from accumulating of water, at his own cost.
- 19.2 During inclement weather, rains, CONTRACTOR shall suspend concreting for such time as the Owner may direct and shall protect from damage all works already in progress or

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

completed just then. All such temporary protective measures shall be at Contractor's cost and any damage to works shall be made good by the Contractor at his own expense.

20. DELAYS AND EXTENSION OF TIME:

- 20.1 The time allowed for carrying out the work as mentioned in the Contract shall be strictly observed by the Contractor.
- 20.2 If the Contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Owner within 5 days of the date of hindrance on account of which he desires such extension as aforesaid. This application must be accompanied by sufficient documentation giving reasons for seeking such extension. No application for such extension shall be entertained if it is not received in sufficient time to allow the Owner to consider it and the Contractor shall be responsible for the consequences arising out of such negligence. Upon receipt, Owner may accept or reject such application.

In the event of a disruption (other than suspension by Owner) to the Schedule and if in the opinion of Contractor it is not the responsibility of Contractor or its any Sub-contractor and which might have been caused due to action of any third parties which CONTRACTOR might not have reasonably prevented, and that Contract entitles Contractor to time extension and/ or other relief from Owner, the Contractor shall notify the Owner within twenty four (24) hours and provide a written report (to the best of Contractor's knowledge at the time) of the disruption within 72 (Seventy Two) Hours of Contractor's learning of the disruption and such report shall be supplemented on a prudent, informative and timely basis thereafter not later than 14 (Fourteen) Days from the date of Contractor's first learning of such disruption. In such an event the Contractor may modify and resubmit for approval to Owner, computer based network schedule and modifications if any required to the Schedule. Upon receipt, Owner shall take reasonable action in accordance with the Contract.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Contractor in any case has to inform to Owner immediately upon learning of any possible hindrances to the Works which have caused or may cause delay or other impact to the Works to enable Owner take suitable action.

- 20.3 The OWNER/PROJECT MANAGER shall have the right to order discontinuance/suspension of the work, in whole or in part, for such time as may be necessary in the opinion of OWNER. In such an event, the OWNER/PROJECT MANAGER will grant such extension of time for completion of the Contract which in its opinion is proper and/or other relief in accordance with Contract in consequence of such delay.

21. LIQUIDATED DAMAGE:

In the event that the works are delayed beyond the interim milestone completion date / contractual completion date, Liquidated damage to the extent of 1% of the contract value per week of delay shall be levied, subject to a maximum of 10 % of the total contract value.

22. STEP IN PROVISION:

- 22.1 Should the progress or quality of the works be found to be persistently lesser than that required to complete the works by the Completion Date, following due notification to the Contractor of such progress deficiencies, Owner reserves the right to:

- a) Supplement the resources of the Contractor at Contractor's cost
- b) Remove a part of, or all remaining works from, the Contractor's scope and have the works completed by others at Contractor's risk and cost.

- 22.2 The Owner shall incur no cost greater than the Contract value in supplementing the Contractor, or completing the works by other means. All cost beyond that of the Contract value shall be borne by the Contractor.

23. ASSIGNMENT & SUBCONTRACTING:

Contractor shall not assign or subcontract in part or otherwise any portion of this Contract without prior written approval of Owner.

24. DEFECTS & WARRANTY:

Contractor is responsible for defects in the Works for a period of 12 (Twelve) months from the date of Issuance of the Completion certificate issued by the Owner/Project Manager to the Contractor for the Works.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

25. TERMINATION OF CONTRACT:

If the Contractor (being an individual or a firm) commit any 'Act of Insolvency', or shall be adjudged as insolvent, or shall make an assignment or composition for the greater part in number or amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an Incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Assignee of the Contractor shall repudiate the Contract, or if the Contractor shall assign or sublet the Contract without the consent in writing of the Owner first obtained, or if the Owner's representative shall certify in writing to the Owner that in his opinion the Contractor,

- i. Has abandoned the Contract, or
- ii. Has failed to commence the works, or has, without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Owner written notice to proceed, or
- iii. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

Then and in any of the said causes the OWNER/PROJECT MANAGER with the written consent of the ENGINEER may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, terminate the Contract. Notwithstanding any such termination, the Contractor shall continue to be responsible for all liabilities that have accrued under this Contract prior to the date of such termination. And further, the OWNER/PROJECT MANAGER with the consent of the ENGINEER by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensil and materials, lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor's or other persons or person to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to the Contractor by the Owner, for the value of the said plant and materials so taken possession of by the Owner, and the expense or loss which the Owner shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by the Owner to the Contractor or by the Contractor to the Owner as the case may be, and the certificate of the Owner shall be final and conclusive between the parties.

26. DISPUTES & ARBITRATION:

In case any dispute or difference shall arise between the OWNER/PROJECT MANAGER or the ENGINEER on his behalf and the CONTRACTOR arising out of or in relation to or concerning this Contract or the construction, meaning, operation or effect hereof or of any clause herein contained or as to the rights, duties or liabilities of the parties hereto respectively or of the ENGINEER under or by virtue of these presents or otherwise or in connection with the subject matter of these presents or arising out of or in relation thereto (except as to matters left to the sole discretion of the ENGINEER) the same shall be referred to the arbitration of a single arbitrator in case the parties can agree upon one, otherwise, to two arbitrators, one to be appointed by each party and an umpire to be appointed by the two arbitrators before entering upon the references and in either case in accordance with and subject to the provisions of the Indian Arbitration and Reconciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. All arbitration proceedings shall be conducted in English language only and the decision of the arbitration tribunal constituted in accordance with the above shall be final and binding upon the parties. Each party to the dispute shall bear its own costs, unless otherwise specified by the arbitration tribunal in its order. The seat and venue of all arbitration proceedings under this Contract shall be Mumbai.

- 26.1 Work under the Contract shall continue during the arbitration proceedings and no payments due or payable by the Owner shall be withheld on account of such proceedings.

27. LAW, LANGUAGE & MEASUREMENTS

- 27.1 Applicable law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Contractor under this Contract shall be governed and determined by the Laws of State, where the project is located and of the Republic of India.
- 27.2 All correspondence and documentation pertaining to this Contract shall be in the English language only. The official text of this Contract shall be English, regardless of any

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

translation that may be made for the convenience of the Parties. All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English.

27.3 All measurements shall be in metric system

28. FORCE MAJEURE:

28.1 Definition of Force Majeure

“Force Majeure” shall mean an event or circumstance beyond the reasonable control of the Owner/Project Manager or the Contactor which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a) Act of God.
- b) An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.
- d) Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors.
- e) Natural or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.
- f) Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.

28.2 Excused Performance

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

- a) The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;

- b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure;
- c) No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence;
- d) The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party;
- e) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance;
- f) When the affected Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party Written Notice to that effect and shall promptly resume performance hereunder.

28.3 Limitations

Notwithstanding anything to the contrary contained herein:

- a) any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party (including in the case of Contractor or any Sub-contractor thereof) shall not constitute a Force Majeure Event; and
- b) The affected Party shall not be relieved from obligations under this Contract to the extent that the negligence or wilful misconduct of the affected Party (or in the case of Contractor or any Sub-Contractor thereof) contributes to or aggravates the Force Majeure Event.

28.4 Effect of Force Majeure Event

Neither the Owner/Project Manager nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event, which arises after the Effective Date. Except as otherwise provided in a Change Order, an extension of time shall be granted to Contractor only to the extent Contractor proves to Owner/Project Manager:

- a) The performance of the Work or supply of Goods is actually and necessarily delayed by an event of Force Majeure; and
- b) The effect of such event of Force Majeure could not have been prevented or avoided or removed despite exercise of reasonable due diligence whether before, after or during the event of Force Majeure.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

28.5 Payment to Contractor

If, in consequence of Force Majeure, the Plant or any part thereof shall suffer loss or damage, the Contractor shall be entitled to claim and receive payment for the cost of Work or supply of Goods executed in accordance with the Contract, prior to the event of Force Majeure.

28.6 Optional Termination, Payment and Release

Irrespective of any extension of time, if a Force Majeure Event occurs and its effect continues for a continuous period of [180 days], the Owner/Project Manager may give to the other a Notice of termination, which shall take effect 30 (thirty) Days after the giving of the Notice. If, at the end of the 30 (thirty) Day period, the effect of the Force Majeure Event continues, the Contract shall terminate. If the Contract is so terminated, the Owner/Project Manager shall determine the work done and pay to the Contractor all amounts due and payable for such work.

29. CHANGE:

A Change Order shall be issued by the Owner in accordance with this clause, when Owner proposes to make any change in the Scope, Services, the Contract Price, the Performance Guarantees and/or the Schedule.

29.1 Further detailing not a Change Order

Contractor's performance of Services shall be subject to further detailing from time to time and Contractor shall receive no additional compensation for such detailing to the extent that such detailing does not constitute a Change Order.

No change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

29.2 Right to Change Order

Change Orders may be initiated by the Owner/Project Manager/Owner's Representative at any time during the Contract Period, either by instruction or by a request (the "Change Order Notice") to the Contractor to submit a proposal. If the Owner/Project Manager/Owner's Representative requests the Contractor to submit a proposal and subsequently elects not to proceed with the change, the Contractor shall not be reimbursed for the Cost incurred for proposal.

The Contractor shall not make any alteration and/or modification of the Services unless and until the Owner/Project Manager/Owner's Representative instructs or approves a Change Order in Writing.

29.3 Change Order Procedure

If the Owner/Project Manager/Owner's Representative issues a Change Order Notice, the Contractor shall submit a proposal addressing proposed design and/or work to be performed with supporting details, any modification to the schedule as a result of the



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

change and adjustment in Contract price, within fifteen (15) Days or any other period as mutually agreed:

- 29.3.1 The Owner/Project Manager/Owner's Representative shall respond with approval, rejection or comments within a period to be mutually agreed after receipt of such proposals.
- 29.3.2 If the Owner/Project Manager/Owner's Representative instructs or approves in Writing a Change Order, he shall proceed with adjustments to the Contract Price, Schedule of Payments, Performance Guarantees as required.
- 29.3.3 Contractor shall not suspend performance of this Contract during review and negotiation of any Change Order, except as may be directed by Owner/Project Manager or required by Applicable Law.
- 29.4 Payment in respect of the approved Change Orders shall be released by Owner/Project Manager to the Contractor on satisfactory completion of such Change Order and its certification by the Owner's Representative in the same manner as applicable to corresponding milestone payments under the Contract.

30. MISCELLANEOUS:

- 30.1 Site conditions has been made clear to the Contractor during tendering stage and the Contractor has understood the scope of work, hence, no claims of whatsoever nature shall be entertained by the Owner on account of any such reason cited by the Contractor at later date. It also understood that the Contractor has inspected the site of work, has fully acquainted himself with site conditions and has obtained for himself on his own responsibility and at his own expenses all information which may be necessary for execution of work.
- 30.2 In case work is nearly or is anticipated to be suspended by Contractor, or in case only unimportant progress is being made, or in case it is apparent that the CONTRACTOR is about to forfeit his Contract or that the money yet due to him will not complete his Contract, the Owner may, at his discretion, withhold any payment which may be due to the CONTRACTOR.
- 30.3 No claims shall be entertained on account of idle time charges.
- 30.4 The work shall be carried out with due diligence and all work shall be executed in a workman like manner subject to the approval of the Owner (or any other duly authorized representative of the Owner) whose decision as to rate of progress and quality of work or material shall be final and binding.
- 30.5 The Owner shall have right to omit or cancel, add or alter any items of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations, additions and cancellations.
- 30.6 The Contractor has to maintain the pollution limits to the minimum. The Contractor shall in advance intimate to Owner and other related Contractors about the areas of work



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

which may be subjected to pollution, dust or noise and shall take proper pollution and dust control measures to prevent dust from rising as a result of pile boring or other such activities

- 30.7 Upon completion of work, the Contractor shall promptly demobilise from the site and leave the place in a manner as directed by the Owner, including cleaning of the area. CONTRACTOR shall start demobilisation only after the successful completion of the contract. No equipment, plant material or personnel shall be de-mobilised from the site unless with the express consent of the OWNER's Project Manager. The OWNER reserves the right to disallow in de-mobilisation if works under this scope of this contract are not completed to his satisfaction.
- 30.8 The Contractor is normally expected to work during daytime only and is required to complete the work in all respects as stipulated elsewhere. However, night work or working on Holidays may be stipulated by the Owner or permitted in exigencies with prior approval of the Owner. Sufficient lights shall be provided by the CONTRACTOR to safeguard the workmen and the public when the night work is in progress.
- 30.9 No claims for extra works shall be entertained unless such extra works are agreed to in writing by the Contractor's Representative.
- 30.10 The Contractor is responsible for safety and security of the works executed by him under the Contract.
- 30.11 The Contractor to obtain at his own cost all Material entry permits to the state (Road Permits), statutory work permits and responsible for safe working procedures at sites, safety of men and machineries.

30.12 Day to Day debris cleaning and housekeeping is in the scope of the Contractor and no extra charges shall be paid for the same.

31. Format of BID BG

Whereas (Name of the Contractor), a Company incorporated under the Indian Companies Act 1956, having its Registered office at _____, (hereinafter called the "BIDDER") has in response to your Invitation to Bid against Enquiry No. _____ dated _____, for (name of work), offered to supply and/or execute the works as contained in Employers letter dated _____.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

AND WHEREAS BIDDER is required to furnish to you a Bank Guarantee for the sum of Rs. _____/- (Rupees ____ only) as Earnest Money against Bidder's offer as aforesaid.

AND WHEREAS we, (name of the bank) having our Registered Office at _____ and Branch office at _____, have at the request of Bidder, agreed to give you this Guarantee as hereinafter contained.

NOW THEREFORE, in lieu of earnest money deposit, we, the undersigned, hereby covenant that the aforesaid Bid of the BIDDER shall remain open for acceptance by you during the period of validity as mentioned in the Bid Document or any extension thereof as requested by you and if Bidder shall for any reason back out, whether expressly or impliedly, from this said Bid during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of the sum of Rs. _____/- (Rupees ____ only) on demand and without demur and notwithstanding the existence of any dispute between you and the BIDDER in this regard and we hereby further agree as follows:

- (a) You shall have the right to file/make a claim on us under the Guarantee for a further period of six months from the said date of expiry.
- (b) That this guarantee shall not be revoked during its currency without your written express consent.
- (c) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with BIDDER in regard to the conditions contained in the said Bid document and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and BIDDER.



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

- (d) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of BIDDER.
- (e) That any account settled between you and BIDDER shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (f) That this guarantee commences from the date hereof and shall remain in force till BIDDER, if his Bid is accepted by you, furnishes the Contract Performance Guarantee as required under the said specifications and executes formal Contract Agreement as therein provided or till ____Days (__days) from the date of submission of the Bid by the BIDDER i.e. (expiry date), whichever is earlier.
- (g) That the expression, BIDDER and Bank, and OWNER herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
- (h) Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____/- (Rupees _____ only) and the Guarantee will remain in force upto and including and shall be extended from time to time for such period or periods as may be desired by you. Unless a demand or claim under this Guarantee is received by us in writing within six months from (expiry date), i.e. on or before (claim period date), we shall be discharged from all liabilities under this guarantee thereafter.
- (i) Any claim/extension under the guarantee can be lodgeable at issuing outstation bank or at Mumbai branch and claim will also be payable at Mumbai Branch. **(To be confirmed by Mumbai Branch by a letter to that effect)**



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Notwithstanding anything contained hereinabove :

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).
- b) This Bank Guarantee shall be valid upto ----- 200.

Our Liability to make payment shall arise and we are liable to pay the guaranteed amount or any part there of under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- 200



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Annexure VIII

Safety Policy and Safety terms and conditions.

1. Definitions

- 1.1 Order Manager: Order Manager is the Tata Power representative, who has the ownership of the given job under the signed contract.
- 1.2 Service Provider/Contractor/vendor: An individual or an organization that provides services to Tata Power under a signed contract.
- 1.3 Site Safety Management Plan: It is the safety plan agreed between Contractor /service provider & Tata Power. It will contain the entire job specific safety requirement and will be signed by the service provider. High Risk Job: Any job which has significant health and safety risk associated to it. The list of high risk jobs has been identified at Tata Power level.
Emergency: a serious, unexpected, business discontinuity and often dangerous situation resulting loss of revenue/property and requiring immediate action.

2. Safety Policy



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21



HEALTH AND SAFETY POLICY

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

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 11th March, 2019
TATA POWER
Lighting up Lives!



Property of TPCODL – Not to be reproduced without prior written permission of TPCODL

3. Safety Organization & Responsibilities

4.1 Contractor Site Management and Supervision

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

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

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

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

4.2 Contractor Supervisors and General Staff

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

Each site supervisor is responsible and will be held accountable for identifying, analyzing and eliminating or controlling all hazards through implementation of an aggressive, pro-active Health, Safety and Environmental Program from project inception through project completion. Each supervisor will proactively participate in the SHE program by observing, correcting unsafe acts, and recording these observations.

4.3 Contractor Workforce



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

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

4.4 Vendor/Contractor

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

4. Site Safety Rules and Procedures:

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

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

5.1 Lock Out and Tag Out Procedure

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

5.2 Excavation Safety (Shoring and Sloping) Procedure

This procedure is developed to cover the safe practices required for shoring and sloping in excavation and trenching jobs. This procedure is developed to establish mandatory requirements for practices to protect personnel, property and equipment from hazards associated with above activities. For complete procedure kindly refer Procedure Document No TPSMS/CSP/EXS/002 REV 01 available on official website of Tata Power (www.tatapower.com)

5.3 Confined Space Entry Procedure

This procedure outlines the steps required to perform the confined space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

Procedure Document No –TPSMS/CSP/CSE/003 REV 01 available on official website of Tata Power (www.tatapower.com)

5.4 Working at Height Procedure

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

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

5.5 Heavy Equipment Movement Safety Procedure

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

5.6 Mobile Crane Safety Procedure

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

5.7 Scaffold Safety Procedure

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

5.8 Electrical Safety Procedure

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

5.9 Job Safety Analysis (JSA) Procedure



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

This objective of this procedure is to have a task based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No- TPSMS/CSP/JSA/009 REV01 available on official website of Tata Power (www.tatapower.com)

5.10 Fire Safety Management Procedure

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

5.11 Permit To Work Procedure

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

5.12 Lift (Elevator) Safety Procedure

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

5.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Working on live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CONV/002 REV01 available on official website of Tata Power (www.tatapower.com)

5.14 Handling Hazardous Materials Procedure

This Procedure is developed to provide procedure for recycling and / or safe disposal of used / waste batteries in compliance with all legislation. For complete procedure kindly refer Procedure Document No- TPSMS/GSP/HAZM/003 REV 01 available on official website of Tata Power (www.tatapower.com)

5.15 Material Handling and Storage Procedure

The purpose of this document is to provide procedures to assist the safe handling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – TPSMS/GSP/MATL/004 REV01 available on official website of Tata Power (www.tatapower.com)

5.16 Contractor Safety Management Procedure

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

5. Training and Capability Building

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

6.1 Tata Power Site Safety Orientation

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

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

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

6.2 Capability Building

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

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

An evaluation test will be conducted after the completion of the training. Those workmen/employee who meet the minimum required competency will be provided with Gold Card which is valid for 3 years, post which the workmen 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.



6. Pre Employment and Periodic Medical check up

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

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

7. Safety Performance Evaluation and Penalties

8.1 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 based on "Safety Performance score" attached in CSM-F-3 of CSM procedure. The amount is based on following table

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

8.2 Safety performance Score will be monitored by the Order Manager every month.

8.3 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.

8.4 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.

8.5 In case of fatality, limb loss or loss of property, vendor has to pay for liability, legal, statutory and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.

8.6 The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory

Property of TPCODL – Not to be reproduced without prior written permission of TPCODL



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneswar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

authorities, contract value and impact of accident etc.

8.7 Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score is 100%.

8.8 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.

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

Safety Performance Evaluation - CSM-F-3

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

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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 Earthing of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure (LOTO Not followed)	5	5000/-
10.	ELCB of more than 30 mA/ELCB not working	5	5000/-
11.	On/Off switch of welding m/c not working	5	5000/-
12.	Electric cable tied with metal wire	5	5000/-
13.	Leakage found DA hose / cylinder	5	5000/-
14.	Use of LPG	5	5000/-
15.	Use of Three-wheeler at the work site.	5	5000/-
16.	Starting the job without Tool Box Talk	5	5000/-
17.	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 equipments.	5	5000/-
21.	Using damaged slings.	5	5000/-
22.	Unstable scaffolding/non standard Scaffolding in use	5	5000/-
23.	Handrails and mid-rails are missing	5	5000/-
24.	Safety Harness not anchored with lifeline/fixed structure	5	5000/-
25.	Fall arrestor not provided/ Not being used.	5	5000/-
26.	Double life line not used for working at height	5	5000/-
27.	No rubber mat in DB room	4	2000/-
28.	Water found accumulated in DB room/near welding machine.	4	2000/-
29.	Inserting electric cables into socket, without using plug.	4	2000/-
30.	Use of damaged electrical cable/two core cables.	4	2000/-
31.	Inflammable material found in D.B Room./ welding areas.	4	2000/-
32.	Loose material falling into excavated pit	4	2000/-
33.	Water logging into excavated pit	4	2000/-
34.	No / inadequate Barricade	4	2000/-



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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



TATA POWER CENTRAL ODISHA DISTRIBUTION LIMITED
(Purchase Department)
2nd Floor, IDCO Tower, Janpath Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/18/2020-21

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

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

CONFIDENTIAL

Annexure-IX

Tata Code of Conduct

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

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

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores mail ID: pkjain@tatapower.com.

CONFIDENTIAL

AnnexureX



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

A handwritten signature in blue ink, appearing to read 'Praveer Sinha', with a horizontal line underneath.

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

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: 15th June, 2018

TATA POWER
Lighting up Lives!

