



Tender No.: TPCODL/P&S/1000000340/22-23

Open Tender Notification

For

Project Management Service for proposed 33/11 KV S/s and lines under Phase-IV of ODSSP

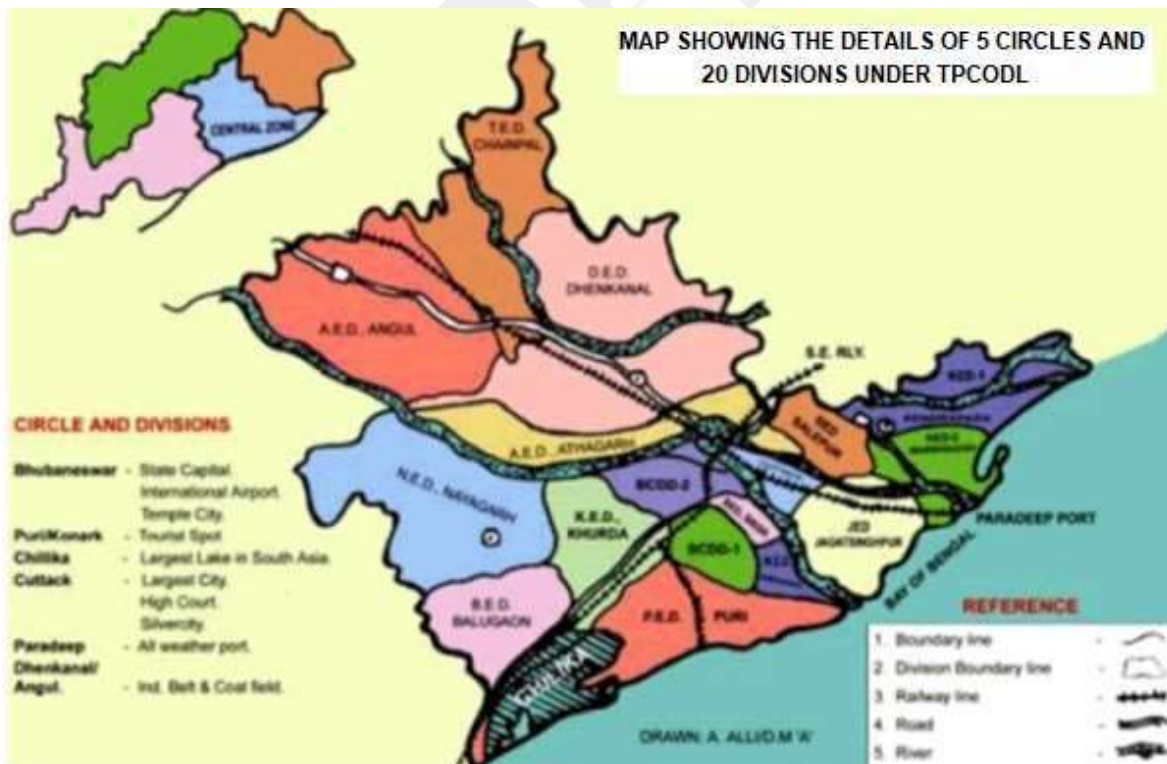
Tender Enquiry No.: TPCODL/P&S/1000000340/22-23

Due Date for Bid Submission: 28-01-2023 [22:00 Hrs.]

**TP Central Odisha Distribution Limited
2nd Floor, IDCO Towers, Janpath, Bhubaneswar – 751022**

PREAMBLE

TP Central Odisha Distribution Limited (TPCODL) is a joint venture between Tata Power and the Government of Odisha with the majority stake being held by Tata Power Company (51%). TPCODL is a state electricity distribution utility with sole rights to distribution of electricity in the Central Zone in Odisha covering the distribution circles of Bhubaneswar, Cuttack, Paradeep and Dhenkanal in accordance with the Electricity Act. Tata Power Company has successfully won the bid to own the license for the distribution and retail supply of electricity in Odisha's five circles constituting Central Electricity Supply Utility of Odisha (CESU). It came into operation with effect from 01.06.2020. TPCODL serves a population of 1.36 Crore with Customer Base of 26 Lakh and a vast Distribution Area of 29, 354 Sq. Km. The primary business activity includes purchase of power from GRIDCO Ltd at BSP rate and distribute to consumers. The field structure has been presented below:





Tender No.: TPCODL/P&S/1000000340/22-23

Name of 20 Electrical Distribution Divisions are as follows:

1. Bhubaneswar City Distribution Division-I (BCDD-I)
2. Bhubaneswar City Distribution Division-II (BCDD-II)
3. Bhubaneswar Electrical Division (BED)
4. Nimapada Electrical Division, Nimapada (NED)
5. Khurda Electrical Division, Khurda (KED)
6. Balugaon Electrical Division, Balugaon (BEDB)
7. Nayagarh Electrical Division, Nayagarh (NYED)
8. Puri Electrical Division, Puri (PED)
9. City Distribution Division-I, Cuttack (CDD-I)
10. City Distribution Division-II, Cuttack (CDD-II)
11. Cuttack Electrical Division, Cuttack (CED)
12. Athagarh Electrical Division, Athagarh (AED)
13. Salipur Electrical Division, Salipur (SED)
14. Dhenkanal Electrical Division, Dhenkanal (DED)
15. Talcher Electrical Division, Chainpal (TED)
16. Angul Electrical Division, Angul (ANED)
17. Kendrapara Electrical Division, Kendrapara (KED-I)
18. Kendrapara Electrical Division, Marshaghai (KED-II)
19. Jagatsinghpur Electrical Division, Jagatsinghpur (JED)
20. Paradeep Electrical Division, Paradeep (PDP)



Tender No.: TPCODL/P&S/1000000340/22-23

INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-TENDER SYSTEM OF TPCODL

-: Steps for E-tender submission:-

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Online Link for submission of bid through ARIBA will be sent only after confirmation of payment of tender fee from bidder.

Step 1:

The bidder can get primary information about the tender from the Newspaper advertisement / TPCODL website <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2:

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

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

Step 3:

Eligible and Interested bidder to send an email to TPCODL attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

Sl No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Package to be Participated (Package-A or B or Both A & B)	
iv)	Name and address of the bidding company	
v)	Name of the authorized contact person	
vi)	Contact No. authorized person	
vii)	E-mail Id of the where online ARIBA link to be mailed.	
viii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date), Ref	
ix)	GST No. of bidder	

E-mail has to be sent to package owner Arabinda Sahu <arabinda.sahu@tpcentralodisha.com> with copy to <sudhakar.behera@tpcentralodisha.com> before "Last date and time for payment of Tender Participation Fee".



Tender No.: TPCODL/P&S/1000000340/22-23

Step 4:

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

Step 5:

In this mail there will be an online link as [Click Here](#) to participate in the tender.

Step 6: Click "[Click Here](#)" to access this event.

Step 7:

If bidder is bidding first time for TPCODL through ARIBA site then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign Up page, during creation of User Name and password. Also a simple one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

Those who are already having User Name and password for accessing TPCODL events, they can LOGIN using same User Name and password.

If bidder has got User name and password for their other customer, same will not be applicable for TPCODL.

Step 8: You will be able to see the RFQ

Step 9: After review and downloading of all documents click on "[Review Pre-requisites](#)"

Step 10: Review and accept "[Bidder Agreement](#)".

Step 11: You can see attached pdf tender document against clause no 1.1.1 (Introduction).

Step 12: Vendor has to attach pdf version of technical bid in clause no. 2.1 and 2.2. In this field do not attach any price document.

Price schedule is attached in clause no.3.2. Same has to be downloaded and price and tax details to be filled in as per the format given, print to be taken in vendor's letter head and signature and seal to be made by authorised person. PDF version of this price bid to be attached in clause 3.2 For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

Step 13: After successfully putting Techno commercial offer and price part then click on "[Submit Entire Response](#)"



Tender No.: TPCODL/P&S/1000000340/22-23

CONTENTS OF THE ENQUIRY

S. NO.	PARTICULARS
1.	Event Information
2.	Submission of Bid Documents
3.	Bid Opening & Evaluation process
4.	Evaluation Criteria
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
II	Annexure II – Scope of work and service level agreement
III	Annexure III – Schedule of Deviations
IV	Annexure IV – Schedule of Commercial Specifications
V	Annexure V – Self Declaration Form
VI	Annexure VI – Document Check List
VII	Annexure VII – Acceptance Form for Participation in Reverse Auction Event
VIII	Annexure VIII– Preferential norms for procurement from MSMEs registered in the state of Odisha
IX	Annexure IX – General Condition of Contract
X	Annexure X – Safety Policy and Safety Terms and Conditions
XI	Annexure XI - Environment & Sustainability Policy
XII	Annexure XII – Tata Code of Conduct (TCOC)
XIII	Annexure XIII – CV Format for Executive

1.0 Event Information

1.1. Scope of work

Open Tenders are invited from interested Bidder / Project Management Agency/ Consultancy entering into a Rate Contract valid for 18 months for the following:

Sl. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1.	Project Management Service for proposed 33/11 KV S/s and lines under Phase-IV of ODSSP	2 Lakhs	5,000

Note: Tender Fee is inclusive of GST

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

** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST. For details of MSME norms, please refer Annexure.

1.2. Availability of Tender Documents

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

1.3. Calendar of Events

(a)	Date of availability of tender documents from TPCODL Website	From 06.01.2023
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	13.01.2023, 17:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	17.01.2023
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	21.01.2023
(e)	Last date and time of receipt of Bids	28.01.2023 up to 22.00 Hrs

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's office, the last date of submission of bids and date of opening of bids will be the day following working day at appointed times.

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.3 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.4 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.5 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.6 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')

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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:-

- i. EMD of requisite value and validity
- ii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iii. Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document
- iv. Filled in Schedule of Deviations as per Annexure III
- v. Filled in Schedule of Commercial Specifications as per Annexure IV
- vi. 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.

1.7 Qualification Criteria

The bidder should meet the following criteria:

1. The Bidder must have experience of at least **one project** as project management consultant/Agency including supervision or monitoring of 'Design, Engineering, Procurement, Inspection, Quality Control / Quality Assurance and Construction Supervision of at least **10 Nos** 33/11kV (O/D or I/D) or higher voltage class (AIS / GIS) Sub-Stations and at least **150 Kms** of 33kV / 11kV lines **in last 5 years** (Completed) with Distribution Utility / SEB / Central PSU or any other state / central Government undertaking organization in India having project value (value of project being monitored) **INR 100 Crores** or more. Letter of award/contract documents, Performance Certificates is to be provided by bidder in proof of above criteria.
2. Bidder should have minimum **50** electrical/ electronic/ Civil engineers on their payroll, the documentary evidence in this regard should be submitted. A notarized affidavit is to be submitted.
3. The consultant should have engaged at least **15 nos.** of manpower in at least one PMC project in last 5 years. A notarized affidavit to be furnished.
4. Minimum Average Annual Turnover in last 3FY in India should be at least **Rs. 5.00 Crores.**



Tender No.: TPCODL/P&S/1000000340/22-23

5. The consultant who is presently working as a PMA with the TPCODL/OPTCL has to furnish a performance certificate from the TPCODL/OPTCL certifying satisfactory performance of the consultant in all the projects wherein the consultant has been appointed as a PMA.
6. The bidder should have valid ISO 9001:2008 certification/Latest certification or equivalent established quality management system certification.
7. Bidder must have all statutory compliance like valid PAN, ESI registration, EPF registration and GSTN registration.

Note : The consultant who is presently working as a PMA/PMC with the TPCODL/OPTCL has to furnish a performance certificate from the TPCODL/OPTCL certifying satisfactory performance of the consultant in all the projects wherein the consultant has been appointed as a PMA/PMC. In case bidder has previous association with TPCODL or any other organization for similar products and services, the performance feedback for that bidder by TPCODL's user group shall only be considered irrespective of performance certificate issued by any third party. Executive evaluation as per qualifying requirement is also a part of Part-I bid evaluation.

TPCODL reserves the right to relax qualification criteria without assigning any reason thereof. Also, TPCODL reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.

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



Tender No.: TPCODL/P&S/1000000340/22-23

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on **overall all-inclusive price of tender BOQ** 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 against each item of Schedule of Items [Annexure I]. Failing to do so, TPCODL may reject the bids.

NOTE: *In case a new bidder is not registered with TPCODL, site inspection 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 technical & commercial 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.

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 TPCODL website/ e-tender portal/ 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) online NEFT/ RTGS transfer 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 by TPCODL and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED

Bank Name: SBI, IDCO Towers, Bhubaneswar

Bank Account No. : 10835304915

IFSC Code: SBIN0007891

For Tender Fee and EMD submitted via online transfer, bidder to ensure that the same are carried out through separate transactions.

The EMD in the form of Bank Draft / BG /Bankers Pay Order shall be delivered at the following address in sealed envelope clearly indicating the tender reference / enquiry number, name of tender and bidder name:

Chief (Procurement & Stores)

TP Central Odisha Distribution Limited

2nd Floor, IDCO Towers, Janpath, Bhubaneswar-751022

SECOND PART: "TECHNICAL BID" shall contain the following documents:

- a) Documentary evidence in support of qualifying criteria as per clause no. 1.7 above.

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Tender No.: TPCODL/P&S/1000000340/22-23

- 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) Acceptance of Annexure II-Scope of work and service level agreement.

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

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.

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

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:

Package Owner

Name: Arabinda Sahu
Designation: Dy. Manager-Procurement
Contact No.: 9438319343
E-Mail ID: arabinda.sahu@tpcentralodisha.com



Tender No.: TPCODL/P&S/1000000340/22-23

Escalation Matrix

Name: Mr. Sudhakar Behera
Designation: Sr. General Manager - Procurement
Contact No.: 9437282663
E-Mail ID: sudhakar.behera@tpcentralodisha.com

Bidders are strictly advised to communicate with Package Owner through TPCODL E-tender System (Ariba) only. They need to pay Tender Participation Fee to receive the Ariba log-in. The above escalation details are for reference purpose only.

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of 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.

Applicable GST to be specified clearly.

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/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

Notwithstanding clause above, the 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 TPCODL against the risk of bidder's conduct which would warrant forfeiture.

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



Tender No.: TPCODL/P&S/1000000340/22-23

- 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:

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

Or

b) The successful Bidder does not

- a) accept the Purchase Order, or
- b) furnish the required Performance Security Bank Guarantee

4 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 rejection of the Bidder's Bid.

4.2. Technical Bid Opening

Bids will be opened at TPCODL Office, Bhubaneswar. 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.

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 may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4.4. Techno Commercial Clarifications



Tender No.: TPCODL/P&S/1000000340/22-23

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.

4.5. Price Bid Opening

Price bids will be opened internally 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.

4.6. 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.

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

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

6 Order of Preference/Contradiction

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

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

7 Post Award Contract Administration

7.1. Special Conditions of Contract

- After finalization of tender, Rate contract shall be issued for a period of **18 months** from the placement of Contract. Release Order (RO) shall be placed as per the requirement of



Tender No.: TPCODL/P&S/1000000340/22-23

TPCODL. The Contract price shall remain FIRM during the entire Rate Contract period along RO period for execution EPC contract execution period of 10 months **total 28 month** except statutory variation in Taxes, which shall be to the account of TPCODL against Tax Invoice TPCODL reserves the right to extend the contract till completion of the corresponding project activities with same price up to 6 (Six) months. Price shall be escalated @ 5% of contract price for further One Year if required.

- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of order. PBG applicable shall be **5%** of Rate Contract Value valid till the end of the completion period, plus additional three months claim period. The B.G validity period shall be extended from time to time as may be required under the contract.
- BA shall deploy resources within 15 days from date of placement of Release Order.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPCODL.
- TPCODL shall conduct competency assessment of all manpower of PMA before engagement under project activities.
- Deployed manpower under the project scheme must not be transferred/terminated without consent of TPCODL management.
- The Contract price will be inclusive of vehicle required, office establishment charges, Computer/Laptop /Printer /Stationaries/furniture, Office assistants and other all types of associated charges required till completion of project periods. No Additional payment will be entertained apart from that mentioned in price in BOQ.

7.2 Drawing Submission and Approval

As per scope.

7.3 Completion Period

Rate Contract shall valid for **18 months** and RO valid till EPC contract period of **10 month**.

7.4 Payment Terms

Payment shall be made progressively on monthly basis for the manpower engaged during concerned month. 90% of payment due for the month shall be paid within 30 days of submission of verified in voice. Balance 10% payment shall be paid after completion of assigned projects on progressive basis.

7.5. LIQUIDATED DAMAGES :

Not applicable.

7.6. GUARANTEE PERIOD:

Not applicable.



Tender No.: TPCODL/P&S/1000000340/22-23

7.5 Climate Change

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

7.6 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 Tata Code of Conduct (TCOC) attached at Annexure X for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

pravin.jain@tpcentralodisha.com

8 Scope of job and Service Level Agreement(SLA)

As per Annexure II.

9 General Condition of Contract

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

10 Safety

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



Tender No.: TPCODL/P&S/1000000340/22-23

ANNEXURE I
Schedule for Price

Name of the Bidder:-

Table :1

Sl. No.	Job details	Qty (In Month)	Monthly Unit Rate (All inclusive without GST) (Rs.)	GST amount on Unit Rate (Rs)	Total amount for 13 months with GST(Rs)
1.	Project Management Service for proposed 33/11 KV S/s and lines under Phase-IV of ODSSP	13			

Figures: Rupees.....Only

NOTE:

- Monthly Unit rate in Table:1 is to be worked out as per resource requirement given in Table -2.
- The minimum qualification requirement of executive of PMA as in Table -2 is provided in detail in Annexure-II. Accordingly, Bidder shall quote the price in Table-2 which shall be reflected in Table-I.
- There may be addition or deletion of manning and other resources during the execution of the work and revised cost for the same will be worked out on pro-rata basis. This condition should be acceptable to bidder. Actual quantities may vary as per TPCODL's requirements.
- The bidders are advised to quote prices strictly in the format attached.
- The bidder must fill each and every column of the format attached. *Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.*
- No cutting/ overwriting in the prices is permissible.
- The bids will be evaluated commercially on the overall lowest cost.
- The Contract price will be inclusive of vehicle required for site visit, office establishment charges, Computer/Laptop /Printer /Stationaries/furniture, Office assistants and other all types of associated charges required till completion of project periods. No Additional payment will be entertained apart from that mentioned in price in BOQ.

Signature & Seal of the Bidder

Price break up cost to be provided in the following format to calculate “ Monthly Unit Rate (All inclusive without GST)”

Table : 2

SI No	Particulars	Number of manpower (No.)	Monthly charges (All inclusive without GST) (Rs.)	Total Charges (All inclusive without GST) (Rs.)
	A	B	C	D = BxC
a.	Project Manager	1		
b.	Asst. Project Manager	2		
c.	Design Engineer (Elect.)	1		
d.	Design Engineer (Civil)	1		
e.	Liaison Officer	1		
f.	Site Engineer (Elect. & Civil)	13		
	Monthly Unit Cost (All inclusive without GST) (Sum of D as above) (Rs. /Month)			

Signature & Seal of the Bidder



Tender No.: TPCODL/P&S/1000000340/22-23

ANNEXURE II

PREFACE (ABOUT THE PROJECT)

PREFACE

1. PROFILE OF THE ORGANISATION:

TP CENTRAL ODISHA DISTRIBUTION LIMITED (TPCODL), is a Joint venture between TATA Power and Govt. of Odisha. TPCODL is one of the distribution licensee in the State of Odisha, looking after medium voltage power transmission & distribution in Central Zone of ODISHA covering 9 Districts i.e Khurda, Nayagarh, Puri, Cuttack, Jagatsinghpur, Kendrapara, Dhenkanal, Angul & Part of Jajpur Districts. TPCODL operates in 20 Electrical Divisions and 5 Electrical Circles. TPCODL serves a population of 1.36 crores with consumer base of 26 Lakh and a vast distribution area of 29,354 sq.km.

2. PROJECT PROFILE ((16 Nos. 33/11kV S/s & 18 nos Independent 33kV Lines)

In order to supply 24x7-quality power with better voltage to the Consumer, Govt. of Odisha decided to construct 16nos 33/11kV Substations with associated 33kV & 11kV lines and 18nos independent 33kV lines will be constructed under TPCODL given in “**ODSSP Substation list _TPCODL**” section. The proposed PSS have been identified mostly in rural & remote areas, where the voltage profile is low and power interruption is high due to long 11kV lines. It is also proposed to construct independent 33kV lines under Phase-IV of Odisha Distribution System Strengthening Project (ODSSP) in order to evacuate power from new GSSs and to provide reliable and quality power to the consumers. The tenure of the project will be two years.

Works Contract for construction of 33/11 kV S/S with associated lines shall be executed Package wise by engaging Turn Key Contractor(s) through open competitive bidding process by OPTCL. These works will be directly monitored by Project Management Agency (PMA) under the supervision of TPCODL.



Tender No.: TPCODL/P&S/1000000340/22-23

TPCODL shall form a dedicated Team headed by Head Projects, TPCODL to look after overall work of the project from inception to completion including overseeing the working of Project Management Agency (PMA).

3. Project Management Agency (PMA):

TPCODL is desirous of implementation of the Project (16 Nos. 33/11kV S/s & 18 nos Independent 33kV Lines) by appointing separate Project Management Agency (PMA), who shall be responsible for monitoring and supervising the entire project work within their respective jurisdiction viz. Construction & Erection Supervision, Project Management and Co-Ordination, Contract Management, Quality Management, Commissioning and Post Commissioning, Stabilization etc. along with relevant documentation. However, detail scope of work has been mentioned at “Scope of Work” section.

i. PMA’s Staff Personnel:

PMA shall engage sufficient and competent manpower to carry out the above works as per manpower requirement given in PMA Executive List section. PMA shall engage manpower based on qualification & experience given in “PMA Executive Qualification” section.

The Project Manager of PMA is required to present himself in all review meetings as and when scheduled by the TPCODL with relevant information.

ii. PMA’s Establishment:

PMA shall have one Central Office at Bhubaneswar adequately equipped with manpower, Furniture, Fixtures, Vehicles & Machine headed by one Project Manager who shall be responsible for the overall implementation of the project. Project Manager will report to Head Projects, TPCODL.

The Central office shall have One Project Manager, Two (2nos) Asst. Project Manager, one Design Engineer (Electrical), One Design Engineer (Civil), and One no



Tender No.: TPCODL/P&S/1000000340/22-23

of Liaison Officers. All the Executives posted at Central Office will report to Project Manager of PMA.

PMA shall also engage minimum 18nos. of Site Engineers shall be engaged for the above assignment including both Electrical and Civil Portion. Site Engineers will report to respective Asst. Project Managers.

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SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

Scope of Work

The scope of services of the PMA relate to providing complete Project Management services for implementation of the Project at all stages from planning, implementation, testing and Commissioning, handover and closure. PMA is also required to take responsibility in establishing TPCODL Project Management System (PMS), Quality Assurance and Evaluation Mechanism (QAM) for implementation of the Project.

The services shall include but not limited to the following specific tasks;

- Project Planning
- Site survey verification
- Approval of network and line designs
- Forms and formats for PMS
- Approval of Type test report ,GTP, drawings and specifications
- Approval of layout of substation.
- Inspection of materials procured by CONTRACTORS at site
- Coordination of Project procurement process
- Daily Supervision of implementation/executed works at site.
- Variation management process
- Certification of work completion / handing over
- Progress monitoring
- Contracts management
- Financial Management
- Safety management at Site
- Inputs for environmental and social impact screening

GENERAL SCOPE OF WORK

- i. PMA will review the submitted pert chart (details break up of work) by Contractor and after review PMA will submit the same to TPCODL for approval. Pert chart must be aligned with completion period of project as per TPCODL guidelines.
- ii. PMA shall plan, schedule, monitor and report on all engineering, procurement, construction, Pre-commissioning and Commissioning and Start-up activities for the Project under approval of TPCODL.
- iii. PMA shall review the detail filed survey report, BOQ, Drawing along with details of location with details location of the ROW (Railway/National Highway/State High Way / Municipal Corporation, water, Gases and other statutory) permission required.
- iv. PMA will assist the contractor to take the permission of ROW from (Railway/National Highway/State High Way / Municipal Corporation, water, Gases and other statutory body).
- v. Liaise with local, state and central government agencies on behalf of the TPCODL.
- vi. PMA will prepare the field quality plan of all activities i.e erection of pole/double pole/Four pole/stringing of conductor/laying of cable, mounting of cable, connection of cable with bare conductor, ITC of PTR/VCB/PT/Isolator/Bus Bar/CR Panel, Capacitor Bank/Battery Charger/Fire detection System, Earth mat, High Mast, Control room construction etc required for execution of work at field to TPCODL for review and approval.
- vii. PMA will prepare the check list for each activities (erection of pole/DP/FP/stringing of conductor, laying of cable, mounting of cable, installation of PTR, installation of VCB/CT/PT/LA/Switchgear panel, Capacitor Bank ,CRP Panel, Battery Bank and other associated work
- viii. PMA will prepare and submit the manufacturing quality plan for manufacture the materials to TPCODL for review and approval.
- ix. PMA will prepare and provide the items wise approved vendor list to contractor for procurement of materials.
- x. PMA will check the Type Test report/GTP/ Drawing design/QAP/Layout Plans (Civil & electrical) submitted by contractor. PMA will follow up with contractor/manufacturer regarding submission of valid/correct documents and recommend for final approval of TPCODL.



Tender No.: TPCODL/P&S/1000000340/22-23

- xi. PMA will carry out the documentation of factory evaluation to incorporate the manufacturer if the said manufacturer is not available in approved vendor and not supply the materials in TPCODL/OPTCL.
- xii. PMA will ensure the materials used in the project will be procured from approved vendor.
- xiii. PMA will ensure the materials used in project must be inspected before dispatch of the material to ensure the quality of the materials.
- xiv. PMA will perform the quality check of the materials delivered at site before installation.
- xv. PMA will inspect the executed work at field with align to approved field quality plan and approved installation of drawing.
- xvi. PMA will share the daily progress report of the project in specified progress format as approved TPCODL.
- xvii. PMA will submit the weekly & monthly physical and financial progress report of the project to TPCODL.
- xviii. PMA will ensure the work must be carried out as per pert chart submitted by the contractor. If any deviation observed it physical progress of the project w.r.t. to approved pert chart. PMA will call a meeting with higher management of contractor with TPCODL to discuss the issue and mitigation plan to achieve the target.
- xix. PMA will attend the all meeting called by TPCODL/OPTCL.
- xx. PMA will Prepare and hand over all the relevant Project documentation, including As-built Vendor Data, completion cost necessary for TPCODL to operate and maintain the Unit.
- xxi. PMA will Prepare and hand-over all the relevant Operation and Maintenance Manuals necessary for TPCODL to operate and maintain the Unit
- xxii. Behave in a manner consistent with TPCODL's policies and code of conduct.
- xxiii. Provide and manage corrective work during the defects liability period.
- xxiv. Prepare and implement a Project Execution Plan covering procurement, inspection, engineering, fabrication, construction, installation, testing, commissioning and startup of the each project activities. The Project Execution Plan shall be subject to TPCODL approval.
- xxv. Perform periodic administrative, Safety Health Environment (SHE) and technical audits, and advice TPCODL of the results of such audits together with the appropriate actions required to be taken.

- xxvi. Preparation of activity wise JSA (Job Safety Analysis) and close monitoring of JSA, TBT (Tool Box Talk), HIRA (Hazard Identification & Risk assessment) register.
- xxvii. Safety shall be ensured as per TPCODL Contractor Safety Management (CSM) and annual safety plan and applicable rules and regulation as per relevant safety guidelines i.e CEA 2010 safety guidelines, CEA 2010 construction guidelines etc. or, any other guidelines which may arise time to time.
- xxviii. Review fabrication, welding and manufacturing procedures.
- xxix. Review welder's qualifications and material approvals
- xxx. Approve deviations from specifications/procedures for inspection
- xxxi. Certify measurements of works completed by Contractors.
- xxxii. Perform material reconciliation, issue, consumption, receipt, return, stock etc. on monthly basis along with the progress bill of each Contractor.
- xxxiii. PMA will be responsible for joint measurement certification along with bill certification of contractor and co-ordinate timely certification of bills at different TPCODL levels. Finally PMA shall be responsible for submission same to OPTCL and ensure timely disbursement of payment.

Project Planning

The PMA is required to plan project activities to ensure that implementation works are carried out by the CONTRACTORS in a smooth and effective manner and ensuring timely completion of works.

CONTRACTORS are required provide proposed implementation program for respective Contracts and other project planning schedules as applicable. PMA is required to review and recommend approval of proposed implementation programs submitted by CONTRACTORS taking into consideration of overall project requirements and availability of resources.

PMA shall also prepare an overall implementation program (Pert Chart) for the TPCODL combining

the programs submitted by each CONTRACTORS. The approved implementation programs will be used as the basis for progress monitoring and resource allocations.

Site Survey Verifications

The CONTRACTORS are required to carry out site survey for respective works and prepare survey



Tender No.: TPCODL/P&S/1000000340/22-23

Information schedules, updated Bills of Quantities (BOQs) and cost estimates according to requirements specified in the Contracts.

PMA is required to review and recommend approval of these documents submitted by the CONTRACTORS which is a prerequisite for commencement of the implementation works at respective sites. PMU is also required physically verify site survey reports by making field visits to respective sites to verify the following.

- (i) Proposed works have been identified according to requirements specified in the scope of works and technical specifications.
- (ii) Accuracy of qualities based on approximate measurements (subject to final measurements upon completion of works).

If any changes are required the PMA shall notify the CONTRACTORS to submit revised schedules for approval.

100% of the sites shall be physically verified by the PMA.

Approval of Network and Line Designs

For 33kv Line work, CONTRACTORS are required to carry out route survey and provide Single line diagrams and cost estimates for proposed new lines as per technical Specifications which should be reviewed by the PMA and recommend for approval.

For 33/11KV substation, layout of substation, Foundation drawing of CT/PT/CB/Isolator/PTR foundation will be provided by CONTRACTORS, PMA will review and recommend for approval it.

Approval of Type Test Report/GTP/Drawings, Specifications and Test Reports

The CONTRACTORS are required to submit detailed drawings for implementation works. Further CONTRACTORS shall submit technical specifications for any equipment / material not approved during the bidding stage. PMA is required to review all such drawings, specifications and Guaranteed Technical Particulars (GTPs) submitted by CONTRACTORS to ensure compliance to technical specifications and recommend approval to the TPCODL.

Approval of test reports



Tender No.: TPCODL/P&S/1000000340/22-23

All type and acceptance test reports submitted by the CONTRACTORSs shall be reviewed by the PMA and recommend for approval by the TPCODL. In this process PMA shall ensure that;

- (a) Type tests have been carried out at approved test laboratories that possess accreditation requirements given in technical specifications
- (b) Test samples correspond to offered types / models
- (c) Tests have been carried out as per specified standards
- (d) Test results are satisfactory as per specified standard

Coordination of Project procurement process

CONTRACTORSs are responsible for procurement and supply of all equipment / materials for implementation works. PMA shall closely coordinate with the CONTRACTORSs to ensure procurement and material management activities are carried out in compliance with the requirements specified in the Contracts from approved vendor. The PMA's responsibility in this respect shall include the following;

- . Ensure approvals for manufacture / supply of all items are provided in a timely manner upon review of technical specifications, GTPs, technical literature, samples, manufacturer's qualifications and test reports. Factory inspections is not scope BA.
- .Track procurement and supply process in coordination with the CONTRACTORSs and maintain updated information with respect to inspection call raise, inspected material, received materials at site and test schedules, dispatch schedules etc for all key items of supply.
- .Inspect the dispatched materials at site to ensure that the inspected materials are delivered at site in good condition.'
- . Inspect CONTRACTORS storage facilities and ensure that all items are stored in accordance with the specified requirements.
- .PMA shall be responsible for the site inspection of 100% quantity of materials like PTR/33KV & 11KV Line materials (Pole/conductor/insulator/Steel structure/Substation/transformer,Cable,Conductor,CT/ PT/ Isolator/ VCB/ Control cable / CRP pannel/battery charger etc .

Supervision of Implementation Works

The PMA shall carry out site visits during implementation and verify the following;

.Work is carried out according to work specifications provided in the technical specifications and as per approved drawings.

. Approved and inspected materials are used for execution of works.

.Proper equipment are used for execution of works.

.Acceptable quality of materials and workmanship in accordance with the project Quality Assurance (QAM) requirements.

. Specific works such as installation of PTR/VCB/CT/PT/ISOLATOR/EARTH MATE/ CR Pannel/cable laying/ stringing of conductor etc are carried out by skilled personnel.

.Occupational health and safety measures are implemented by CONTRACTORS as per

approved safety plan. Any serious safety non-compliances shall be recorded with recommended corrective actions which should be directly communicated with CONTRACTORS safety officer / engineer.

The observations of PMA during site visits shall be documented in Site Observation Report (SOR). Following course of action shall be implemented in this respect;

SOR should include daily work carried details with details of manpower engaged.

.SOR should include information on any non-compliances, omissions, defects and proposed corrective / remedial action with specified time frame.

. The PMA shall follow-up and obtain written confirmation from CONTRACTORS regarding implementation of corrective actions and rectification defects.

. In case of serious non-compliances and delay in rectification of remedial actions PMA shall prepare Warning Letters to be issued to CONTRACTORS by the PM.

.PMA shall also prepare Advisory Notices to be issued to CONTRACTORSs based on the lessons learnt during site observations so that these issues will not be repeated in other sites.

2.1. Implementation of QAM

PMA, in coordination with the TPCODL and CONTRACTORS shall be responsible to implement Quality Assurance and Evaluation Mechanism (QAM) for implementation of the Project. QAM objectives and measures to be implemented in this respect are provided in the table below.

Table 2: QAM Objectives and Measures

Scope	QAM Objective	QAM Measures
Procurement and Supply	<ul style="list-style-type: none"> All plant, equipment and materials are supplied in accordance with the technical specifications and drawings. Any deviations from the above are 	<ul style="list-style-type: none"> Verification of qualifications of the subcontractor / manufacturer for supply of plant / equipment and materials.

Scope	QAM Objective	QAM Measures
	<p>declared and approved.</p> <ul style="list-style-type: none"> The subcontractors / manufacturers possess required qualifications and experience as per specified requirements including licenses. Type testing requirements as per technical specifications are fully complied. All items supplied conform to the guaranteed technical data provided in GTPs. All items are packed and transported as per requirements of technical specifications. All items are stored in accordance with specified requirements. 	<ul style="list-style-type: none"> Verification of material data, specifications, drawings and samples submitted by the Contractor including GTPs. Verification of type test reports including qualifications of the test laboratory, completeness and acceptance of the type test reports. Inspection of storage facilities of the Contractor.

<p>Site Survey and design</p>	<ul style="list-style-type: none"> Proposed construction of 33/11KV substation and associated 33KV/11KV line. network constructions 	<ul style="list-style-type: none"> Verification of survey and design submittals by the Contractor for compliance with the technical specifications and design guidelines. Carry out site inspections to verify accuracy of survey info. and BOQson sample basis. Upon implementation conduct field verifications to confirm installation works are carried out as per designs which may include visual inspections and load readings.
<p>Implementation Works</p>	<ul style="list-style-type: none"> All erection / installation works are carried out in full complacence with the specifications including requirements specified in scope of works, technical specifications and drawings. All items installed at site are approved materials complying with the specifications. All Installations are carried out following proper technical procedures including correct tensioning of cables, proper jointing / connections / terminations and using proper equipment and tools. Workmanship of installations are of acceptable quality. All pre-commissioning and commissioning tests are carried out upon installation and are acceptable. All works are approved for 	<ul style="list-style-type: none"> Carry out filed inspections during execution/implementation to verify works are carried out in compliance to technical specifications and acceptable quality of workmanship. Issue Site Observation Reports (SOR) and follow-up with the Contractor implementation of any remedial actions. Issue Warning Letters for any serious non-compliances and Advisory Notices Review Contractors notice of work completion including commissioning test reports for compliance to technical requirements. Upon completion, carry out joint inspections together with the TPCODL staff and Contractor for final measurements and quality inspections. Ensure all defects / punch list items are cleared by the

	hand-over and acceptance.	<p>Contractor prior to hand over and issuance of Completion Certificate.</p> <ul style="list-style-type: none"> • Follow-up any on technical issues • for corrective action during defects liability period.
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PMA in coordination with the PM shall be responsible to implement necessary procedures and systems to ensure above QAM measures are implemented during Project implementation in order to accomplish QAM objectives mentioned above.

2.2. Variation Management

The PMA shall review any Change Order Proposal made by CONTRACTORS during implementation to verify the following;

- Reasons and justifications for proposed variations to scope of works / BOQs.
- Accuracy of cost estimates for change order requests
- Impact on overall Contract Price.
- Other alternatives to address proposed variations at lower costs
- Physical verifications by field visits as required. (for high value variations)

PMA may recommend issuance of Change Order to the PM along with the information of above review process.

Change Orders shall be issued in relation to a specific site / job number.

Certification of Work Completion / Handing Over

- When CONTRACTORS issues notification of works completion for a given job / site PMA shall arrange joint inspection together with representative of TPCODL and CONTRACTORS. During the joint inspection following shall be

verified;

- Measurement of quantities of completed work.
- If measured quantities are different from approved BOQ and Change Orders the measured quantities shall be agreed with the CONTRACTORS and same shall be indicated in the joint measurement certificate.
- Confirm the following during inspection ;
- (A) All works are carried out according to technical specifications and drawings.
- (B) Approved materials have been used
- (C) All commissioning tests have been carried out and passed.
- (D) Quality of workmanship is acceptable.
- (F) All areas are clean and free of any leftover materials.
- (H) Operation of all networks are restored.
-
- PMA shall prepare Joint Measurement Certificate and Site Observation Report based on joint inspections to be signed by all parties. Any defects / non-conformities and quality issues shall be documented in above reports.

Upon joint inspection and all parties being satisfied that works have been implemented in compliance to technical specifications and any other requirements of the Contract, PMA shall prepare **Completion Certificate** or **Operational Acceptance Certificate** as applicable to be issued by the TPCODL. List of defects / snags to be cleared by the CONTRACTORS shall also be included.

PMA shall follow up with CONTRACTORS for clearance of all defects / snags and arrange hand over of the site to the TPCODL.

Progress Monitoring

The PMA shall monitor progress of project implementation activities on daily basis, based on the combined Project Implementation Program for all CONTRACTORS approved by the TPCODL. PMA shall prepare progress reports every week and month with respect to individual and combined contracts.



Tender No.: TPCODL/P&S/1000000340/22-23

The progress report shall be in a form acceptable to the TPCODL and shall indicate:

(a) Percentage work completion compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken (Mitigation plan to achieve the delayed target). PMA shall follow up with CONTRACTORS if any activity is behind the program and arrange meeting with higher management of CONTRACTORS with TPCODL and may issue Warning Letters / Notices to CONTRACTORS as required.

Contract Management

PMA shall provide required inputs and assistance to the TPCODL for management of CONTRACTORS contracts. This will include but not limited to progress monitoring, resolution of disputes, clarifications on contractual requirements, arranging monthly meetings and whenever meeting calls by TPCODL, coordination with authorities for processing of clearances and approvals, reports on project activities to TPCODL and, prepare information for auditing and maintaining project documentation.

Financial Management

The Financial Management Specialist of PMA shall assist and support the IA in various areas relating to accounting for the TPCODL project including the tasks listed below:

- i. Establishing an appropriate financial accounting and control system.
- ii. Reviewing overall procurement contracts progress;
- iii. Review and check the requests for payments received from contractors and suppliers.
- iv. Review of expenditure for the project from funds set aside as contingency and certify the reasonableness of the same.
 - v. Ensuring accurate and timely submissions of all required financial reports to the TPCODL
 - vi. Develop an Accounts Manual (do's & don'ts) for the project;
 - vii. Attending periodic (Weekly/Monthly) project review meetings to assess the progress and to review the IA's presentation of problem areas;

- viii. Analyze matters reported in audit reports and observations made and suggest actions to be taken and by whom.

SERVICE LEVEL AGREEMENT/ DELIVERABLES BY PMA

Sl. No.	Particulars	Remarks
1	Project Co-Ordination Procedure Manual: (Defining the Authority & responsibility of different agencies at different level involved in the project and the interface amongst them)	To be submitted within 15 days from the effective date of contract.
2	Initial field Survey Report (Land/Site)	PMA will assist to the contractor during the filed survey and preparing the survey report (BOQ/SLD). PMA also identify the location of ROW approval requirement (NHAI/Railway/BMC etc).PMA will review the BA's submitted report and recommend to TPCODL for final approval with Deviation details within 30days from instruction given by TPCODL.
3	To review the BOQ of the work order with reference to actual site conditions based on the survey and deviation report.	To liaise with the BA for the review of the BOQ, if required, of the work order with reference to site condition and submit the deviation to BOQ within 30 DAYS of the date of the work order. In doing so PMA shall ensure the objective of economy, efficiency , cost saving , quality etc.
4	Work Breakdown Structure and Project Execution Plan (Pert Chart) that shall be used to monitor cost performance for the duration of the Project.	PMA will assist to the BA to prepare Work Breakdown Structure and Project Execution Plan (Pert Chart) , review and recommend for approval to TPCODL with in 30 after kick off meeting held with BA & TPCODL.
5	Safety Procedures Manual align with TPCODL safety policy.	To be submitted within one months from the effective date.
6	Physical Progress of the project work.	To be submitted weekly

7	Project Financial reports.	To be submitted Monthly
8	Procurement/Inventory Status.	To be submitted weekly
9	Monitor Vendors progress vis-à-vis manufacturing schedules and reports	To be submitted weekly
11	Risk / Change Management Plan (Assess the risk of execution in terms of time & cost overrun giving reason thereof with reference to major mile stones and submit alternative change management plan to contain the risk.)	To be submitted monthly
12	List of dispute and dispute resolution plan	To be submitted monthly
13	Attendance of the Manpower engaged by PMA.	To be submitted monthly
14	Statutory compliance report(ROW approval(NHAI/BMC/Railway etc)	To be submitted monthly
15	Project Forecast of cost and schedule.	To be submitted quarterly
16	Project cash flow forecast for the next three (3) quarter	To be submitted quarterly
18	Progress Review meeting	PMA will arrange the progress review meeting with BA whenever meeting call by TPCODL/OPTCL.
19	Provide information pertaining to the Project as and when required by the various agencies involved within the scope of work.	As per requirement
21	Site Visit Plan	On Monthly Basis to be submitted before the commencement of the Month of Visit
22	Approval of GTP, Drawings, SLD etc	No of GTP submitted by BA is 20 No then PMA will review, if any modification require, modify and final the GTP & drawing will recommend to TPCODL for approval within 10 days.

21	Prepare the field quality plan (erection of pole/double pole/Four pole/stringing of conductor/laying of cable, mounting of cable, connection of cable with bare conductor, ITC of PTR/VCB/PT/Isolator/Bus Bar/CR Panel, Capacitor Bank/Battery Charger/Fire detection System, Earth mat, High Mast, Control room construction etc) for execution of work at field to TPCODL for review and approval.	To be obtained from the BA within 30 days from the date of issue Work Order and to be submitted to the TPCODL within next 07 days with their comments.
22	Prepare and submit the manufacturing quality plan for manufacture the materials to TPCODL for review and approval.	To be obtained from the BA within 30 days from the date of issue Work Order and to be submitted to the TPCODL within next 07 days with their comments.
23	Prepare and provide the items wise approved vendor list to contractor for procurement of materials	To be submitted within one months from the issuing of order.
24	Carry out the documentation for factory evaluation to incorporate the manufacturer if the said manufacturer is not available in approved vendor list / not supplied the materials either in TPCODL or OPTCL	Within 7days after receiving request from Work Contractors
25	After delivery of materials at Site, PMA will inspect the materials together with TPCODL and Work Contractor at site and prepare the Material Verification & Acceptance Certificate.	Within 7days after receiving request from Work Contractors
	Upon completion, carry out joint inspections together with TPCODL and Work Contractor for final measurements	Within 7days after receiving request from Work Contractors
28	PMA quality and performance of work	PMA quality and performance of work will be monitored Monthly basis and if found unsatisfactory. Action deemed fit will be initiated. If required, Work order may be terminated with immediate effect.

Note:

- i. **At the end of each month, TPCODL shall review the delay with respect to schedule in submission of above deliverables and PMA will be intimated about the delay.**

- ii. If the delay continues in spite of intimation by TPCODL and is not complied with within one month, the subsequent payments shall be held up until the compliance of deliverables or LD shall be applicable as per GCC.

**MINIMUM EXECUTIVE MANPOWER STRUCTURE OF PMA IN TPCODL
FOR S/S & LINES TO BE CONSTRUCTED UNDER ODSSP**

SL. NO	LOCATION	DETAIL OF MANPOWER	Total no of Executive
1	Central Office Bhubaneswar	Project Manager	1
		Asst. Project Manager-	2
		Design Engineer (Electrical)	1
		Design Engineer (Civil)	1
		Liaison Officer	1
	Total Man power (Central Office)	6	

SL. NO	LOCATION	DETAIL OF MANPOWER	Total no of Executive	Name of Site	Name of Division	ODSSP	
						ELECT.	CIVIL
2	Bhubaneswar	Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Sri vihar, Gadakan, Meherapalli, Nabinbag	BCDD-II, Bhubaneswar BED, Bhubaneswar KED, Khurda		
		Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Nageswar Tangi, Itipur, Gada Srirampur	BED, Bhubaneswar NED, Nimapara	1	1
3	Puri	Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Satasankha, Betanda, Dighalo, Baliguali, 33kV Lines of Puri Dist	PED, Puri NED, Nimapara	1	1
4	Kalapathar	Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Sagar, Baideswar, 33kV Lines of Nayagarh Dist	KED, Khurda AED, Aathagarh NYED, Nayagarh	1	1



Tender No.: TPCODL/P&S/1000000340/22-23

5	Dhenkanal	Site Engineer (Elect)-1nos	1	Dhenkanal Town, 33kV Lines of Dhenkanal Dist	DED, Dhenkanal		
6	Angul	Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Khandahat, Kiakata, Panchamahahal	AnED, Angul	1	1
7	Cuttack	Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Bayalish Mouza, Sai Vihar, Nagaspur	CDD-II, Cuttack SED, Salipur	1	1
8	Tangi	Site Engineer (Elect)-1nos Site Engineer (Civil)-1nos	2	Biswanahakani, Manguli & Udayagiri	CED, Cuttack	1	1
9	Kendrapara	Site Engineer (Elect)-1nos Site Engineer (Civil)-2nos	3	Kajala, Masakani, Kandihat, Matiapala	KED-1, Kendrapara KED-2, Marshaghai		1
Total Site Engineer (Electrical + Civil)			13			13	
Total Man Power			19				



Tender No.: TPCODL/P&S/100000340/22-23

Detail Qualification requirement of Executives of PMA

Sl. No	Designation	Qualification	Age	Experience	Responsibility	Location
1	Project Manager	Degree in Electrical Engineering. (Preferably with MBA)	Upper Age Limit-68 years	Minimum of 20 years' experience in Electricity Sector out of which 10 years' experience in electrical project implementations Project Manager in an EPC/Turnkey have executed the work of construction of AIS & GIS 33/11KV substation work along with installation, testing & commissioning of PTR, VCB,CT,PT, Isolator, Battery Charger, Capacitor bank, CRP panels, Switchgear panels and other substation associated works. Having knowledge of Row clearances and permission from Railway/National Highway/State High Way / Municipal Corporation, water, Gases and other statutory. Having good knowledge of regulation & Guidelines of IEC,CERC,IEEE,OERC electrical inspector clearance.	<ul style="list-style-type: none">• Responsible for the overall implementation of the Project.• Formulation of Strategies, Policy, Procedure, Guidelines in consultation with Chief-Projects of TPCODL.	Head office, Bhubaneswar



Tender No.: TPCODL/P&S/100000340/22-23

2	Design Engineer (Electrical)	Degree in Electrical Engineering.	Upper Age Limit- 65 years	Minimum of 10 years' experience in experience in Electricity Sector /Turn Key / EPC Project Management having knowledge of design of AIS & GIS substation ,knowledge of GTP and drawing & installation drawing of pole,DP,AB switch, VCB,Isolator, CT,PT, CRP Panels, Battery charges, Capacitor bank, PTR and other associated work of substation.	<ul style="list-style-type: none"> • Responsible for the overall Engineering, approval of Design, Drawings related to Electrical works / equipments / materials under the Project. • Reporting to Project Manager 	Head office, Bhubaneswar
3	Design Engineer (Civil)	Degree in Civil Engineering.	Upper Age Limit- 65 years	Minimum of 10 years' experience in Turn Key / EPC Project Management having knowledge in design & execution of control room , gantry structure, PTR foundation, VCB,CT,PT,Isolator foundation, NBLS tower foundation work.Must have adequate knowledge with Auto-Cad, Stad-Pro, E-TABS,REVIT etc.	<ul style="list-style-type: none"> • Responsible for the overall Engineering, approval of Design, Drawings related to Civil works / equipments / materials under the Project. • Reporting to Project Manager 	Head office, Bhubaneswar
4	Asst Project Manager	Degree in Electrical Engineering.	Upper Age Limit- 65 years	Minimum of 15years experience in Electrical Sector out of which 10 years' experience in EPC/Turnkey Package.condidated must have executed the work of construction of AIS & GIS 33/11KV substation work along with installation, testing & commissioning of PTR, VCB,CT,PT, Isolator, Battery bank, Capacitor bank, CRP panels, Switchgear panels and other substation associated works.	<ul style="list-style-type: none"> • Visit each Project site at least once in a month. • Day to day monitoring & supervision of Project activities in co-ordination with Site Engineer. • Reporting to Project Manager 	Head office, Bhubaneswar



Tender No.: TPCODL/P&S/100000340/22-23

5	Site Engineer (Elect)	Degree in Electrical Engineering / Diploma in Electrical	Upper Age Limit- 40 years	Minimum of 05 years' experience in Electrical Sector for Degree Engineer & Minimum of 08 years' experience in Electrical Sector for Diploma Engineer. Candidate must have executed the work of construction of AIS & GIS 33/11KV substation work along with installation, testing & commissioning of PTR, VCB, CT, PT, Isolator, Battery bank, capacitor bank, CRP panels, Switchgear panel and other substation associated works.	<ul style="list-style-type: none">• Day to day monitoring & supervision of Project activities including preparation of JMCs & MVACs.• They shall report to Asst Project Manager.	Respective Field
6	Site Engineer (Civil)	Degree in Civil Engineering / Diploma in Civil	Upper Age Limit- 40 years	Post qualification experience of Minimum 05 years for Degree Engineer & Minimum 08 years for Diploma Engineer in basic structure, maintenance of civil structure and execution of civil works preferably in construction of control room, gantry structure, Foundation works, VCB, CT, PT, Isolator foundation, NBL tower foundation work.		



Tender No.: TPCODL/P&S/1000000340/22-23

Details of 33/11kV Sub-stations in TPCODL under Phase-IV, ODSSP

Sl. No	District	Nme of Division	Name of Constituency	Name of Substation	Capacity (in MVA)
1	Khurda	BED, Bhubaneswar	Bhubaneswar Ekamra	Itipur	2x8 MVA
2	Khurda	BED, Bhubaneswar	Bhubaneswar Ekamra	Nageswar Tangi	2x8 MVA
3	Khurda	NED, Nimapara	Bhubaneswar Jayadev	Gada Srirampur	2x8 MVA
4	Cuttack	CDD-II, Cuttack	Cuttack Sadar	Bayalish Mouza	2x5 MVA
5	Cuttack	NED, Nimapara	Niali	Betanda	2x8 MVA
6	Cuttack	CED, Cuttack	Salipur	Biswanahakani	2x5 MVA
7	Cuttack	SED, Salipur	Nischintakoili	Nagaspur	2x5 MVA
8	Cuttack	CED, Cuttack	Badachana	Udayagiri	2x5 MVA
9	Cuttack	KED, Khurda	Banki	Baideswar	2x5 MVA
10	Cuttack	AED, Aathagarh	Badamba	Sagar	2x5 MVA
11	Puri	NED, Nimapara	Nimapara	Dighalo	2x5 MVA
12	Puri	PED, Puri	Puri Sadar	Baliguali	2x5 MVA
13	Kendrapara	MED, Marshaghai	Mahakalapada	Masakani	2x5 MVA
14	Kendrapara	KED-1, Kendrapara	Aul	Kandihat	2x5 MVA
15	Angul	AnED, Angul	Athamallik	Kiakata	2x5 MVA
16	Angul	AnED, Angul	Angul	Khandahata	2x5 MVA



Tender No.: TPCODL/P&S/1000000340/22-23

Independent 33kV lines in TPCODL under Phase-IV of ODSSP					
Sl. No	District	Name of Division	From	To	Length (in km)
TPCODL					
1	Cuttack	SED, Salipur	Atado GSS	Bahugarm PSS	7.14
2	Puri	NED, Nimapara	Satasankha GSS	Mangalpur PSS	5
3		PED, Puri	Satasankha GSS	Patnayak Chowk (Delang)	9.51
4		PED, Puri	Satasankha GSS	Satasankha PSS (Kumareswar)	9.4
5		NED, Nimapara	Pratapsasan GSS	Trahiachyuta Nagar PSS	8
6		Khurda	KED, Khurda	Argul GSS	Taraboi point DP (Delang PSS)
7	Jajpur	CED, Cuttack	Balichandrapur GSS	Balichandrapur PSS	13.06
8	Nayagarh	NYD, Nayagarh	Dasapala GSS	Dasapala PSS	0.35
9		NYD, Nayagarh	Dasapala GSS	Banigochha PSS	0.37
10		NYD, Nayagarh	Dasapala GSS	Nuagaon-Gania Tapping Point	33
11	Dhenkanal	DED, Dhenkanal	Gondia GSS	Gondia PSS	2.5
12		DED, Dhenkanal	Gondia GSS	Joranda PSS	4
13		DED, Dhenkanal	Gondia GSS	Pingua PSS	6.5
14		DED, Dhenkanal	Goda GSS	Bhuban feeder link line	3.2
15		TED, Chainpal	Chainpal GSS	Parjang PSS	22.6
16		TED, Chainpal	Kamakhya Nagar GSS	Parjang PSS	26.2
17	Kendrapar	MED, Marshaghai	Rajnagar GSS	Badhi / Babar PSS	20
18	Jagatsinghpur	JED, Jagatsinghpur	Tirtol GSS	Kanakpur PSS	10



Tender No.: TPCODL/P&S/1000000340/22-23

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:



Tender No.: TPCODL/P&S/1000000340/22-23

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 bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

Seal of the Bidder:

Signature:

Name:



Tender No.: TPCODL/P&S/1000000340/22-23

ANNEXURE V
SELF DECLARATION FORM

Sir,

I/We the undersigned do hereby declare that, I/We have never been blacklist and/or there were no debaring / terminating actions against us for any default or in the performance of the contract entrusted to us in any Government department/ Organization or any public limited company/ electricity utilities of India or any other agency.

Seal of the Bidder:

Signature:

Name:



Tender No.: TPCODL/P&S/1000000340/22-23

ANNEXURE VI

Checklist of all the documents to be submitted with the Bid

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

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

Seal of the Bidder:

Signature:

Name



Tender No.: TPCODL/P&S/1000000340/22-23

ANNEXURE VII

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 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



Tender No.: TPCODL/P&S/1000000340/22-23

Annexure VIII

Preferential norms for procurement from Local MSMEs

1) Tender Fees

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

2) Earnest Money Deposit (EMD)

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

3) Qualification Requirement for Open Tenders

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

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

4) Reservation for MSME

It shall be mandatory to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.

5) Performance Bank Guarantees

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



Tender No.: TPCODL/P&S/1000000340/22-23

Annexure IX

General Conditions of Contract – Attached

Annexure X

**Safety Policy and Safety Terms and Conditions –
Attached**

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Tender No.: TPCODL/P&S/1000000340/22-23

Annexure XI



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.

Date: 15th June, 2018

(Praveer Sinha)
CEO & Managing Director

TATA POWER
Lighting up Lives!





Tender No.: TPCODL/P&S/1000000340/22-23

Annexure-XII

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.

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Tender No.: TPCODL/P&S/1000000340/22-23

Annexure-XIII

FORMAT FOR EXECUTIVE

Names of the Executives & Assignments.

Sl. No.	Manpower	Name, Designation & Contact No.	Present Assignment/ Responsibility

Note: Details of the key personnel mentioned above shall be taken in to consideration of the Techno-Commercial Proposal. Hence, the consultant firm is required to furnish the supporting documents as per FORMAT.

Authorized Signature of the PMA



Tender No.: TPCODL/P&S/1000000340/22-23

Format CVs of All Executives

The format for submission of CVs is the following:

1. Name:
2. Profession / Present Designation:
3. Years with firm: _____ Nationality:
4. Area of Specialization: _____
5. Date of birth:
6. Proposed Position on Team:
7. Key /Experience suitable to the proposed assignment:

(Under this heading, give outline of staff members experience in the area of assigned work on proposed team by specifically identifying the projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

8. Education/Training Programs: (Under this heading, summaries college/university and other specialized education of staff member, giving names of colleges, dates and degrees obtained)

9. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.

Signature (Concerned employee): _____

Authorized Signatory: _____

Full Name: _____

Address: _____

Date: _____

Note: Certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned along with the bid.

Authorized Signature of the PMA

The Tata Power Company Ltd



Contractor's Safety Code of Conduct

*Document No.
TPSMS/GSP/CSM/015 REV 05*

*Date of Issue:
30/07/2020*

Contractor's Safety Code of Conduct

Reason for Change	Prepared By	Checked By	Approved by
Revision to accommodate Existing changes in org structure and to simplify the procedure	Rajesh Sharma <i>(Head-Safety Generation)</i>	Suresh Khetwani <i>(Chief - Safety & Environment)</i> Monish Kumar <i>(Chief -Corporate Contract)</i>	V. V. Namjoshi <i>(Chief Generations)</i>

INDEX

1. Objective 3

2. Scope Error! Bookmark not defined.

3. Definitions 3

3.1. Order Manager: 3

3.2. Site Safety Management Plan..... 3

3.3. Contractor 3

3.4. Emergency:..... 3

3.5. Expert Service jobs:..... 3

3.6. Head of the Division: 4

3.7. Category A Vendor: Vendor 4

3.8. Category B Vendor:..... 4

3.9. Category C Vendor:..... 4

3.10. Category D Vendor: 4

3.11. High Risk Jobs..... 4

3.12. Medium Risk Jobs: 4

3.13. Low Risk Jobs:..... 4

3.14. Long Duration Jobs: 4

3.15. High Value Jobs: 4

4. Responsibilities 5

4.1 Order Manager 5

4.2 Contractor 5

4.3 Safety Concurrence Group 5

5. Procedure: Error! Bookmark not defined.

Appendix 1: Process Flow Chart for Vendor Registration..... 7

Appendix 2: CSM-F-1 Safety Category Qualification form 9

Appendix 3: Safety Terms and Conditions 10

Appendix 4: CSM- F-3- Safety Performance Evaluation Criteria 10

Appendix 5: CSM- F-4 Safety Violation Penalty Criteria 12

Appendix 6: Process Flow Chart for issuing RFQ and PO 16

Appendix 7: CSM-F-7 Safety Competency Form (Template) 17

Appendix 8: CSM-F-8 PPE requirements 19

Appendix 9: CSM- F-10 Site Safety Management Plan / Method Statement..... 20

Appendix 10: Process Flow Chart for Safety Performance Evaluation 25

Appendix 11: CSM- F-11 Safety Performance Score 26

Appendix 12: CSM-F-5 Safety Potential Evaluation Criteria for Vendor Registration..... 28

Appendix 13: CSM-F-9 Safety Bid Evaluation Criteria. 31

Appendix 14: CSM-F-11.1 CFSA Format 34

Appendix 15: Indicative List of High-Risk Jobs..... 35

1. Objective

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

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

To ensure reduction in reportable injuries and achieve goal of zero accidents, first edition of contractor safety code of conduct was launched successfully in the year 2014. Since last four years after the launch of CSCC, Tata Power could achieve the objective of reduction in reportable injuries and fatalities.

Over the period, as the system was being matured, a need was felt to make second revision of the CSCC process. Objective of second revision is improve existing CSCC system and make it user friendly.

2. Scope: This procedure applies to all operating and project sites of The Tata Power Company Ltd and Group companies including new businesses like EV charging, Home Automation etc.

3. Definitions

- 3.1. Order Manager:** Order Manager is the Tata Power representative, who has the ownership of the given job.
- 3.2. Site Safety Management Plan:** It is the safety plan agreed between Contractor and Tata Power. It will contain the entire job specific safety requirement and will be signed by the contractor.
- 3.3. Contractor:** An individual or a company that provides services to Tata Power under a signed contract.
- 3.4. Emergency:** a serious, unexpected or dangerous situation requiring immediate action, which may result in loss of revenue/property, business discontinuity. In case of Emergency*, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation. It must be approved by MB level and above.
- 3.5. Expert Service jobs:** Jobs which needs expert services of contractor which does not involve direct exposure to the potential risk or work which involves only

supervisory work such as expert for turbine overhaul, expert for boiler overhaul, expert for pump and motor, expert for compressor overhaul.

- 3.6. Head of the Division:** Business in charge of the division who is overall custodian of the generating station or transmission division or distribution division.
- 3.7. Category A Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 12-CSMF-5 of this document.
- 3.8. Category B Vendor:** Vendors eligible to carry out technical jobs, that are classified under Medium /low risk. Vendors must fulfil the requirement specified for Category B in Appendix 12-CSMF-5 of this document.
- 3.9. Category C Vendor:** Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 12-CSMF-5 of this document.
- 3.10. Category D Vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g. motor rewinding at vendor's shop floor, equipment sent for repair to vendor's works etc.) are classified as Category D Vendor
- 3.11. High Risk Jobs:** A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 15 of this document.
- 3.12. Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.
- 3.13. Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager, calculate it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.
- 3.14. Long Duration Jobs:** When the duration of job is 12 months or more, it is considered as Long duration job
- 3.15. High Value Jobs:** When the value of the job contract is Rs. One Crore or more it will be considered as High value job.

4. Responsibilities

4.1 Order Manager: Order Manager is the Tata Power representative, who is responsible for:

- 4.1.1 Finalizing the Site Safety Management Plan along with Contractor, Safety Concurrences Group, Divisional Safety Head and Expert (External or Internal) if required.
- 4.1.2 Supervise and ensure work is carried out as per the Site Safety Management Plan including agreed Risk Assessment (HIRA/JSA) and Method Statement.
- 4.1.3 Conduct audit and evaluate Safety Performance of contractor.
- 4.1.4 Ensure contractors adhere to all statutory provisions.
- 4.1.5 In case any deviation is needed in agreed safety management plan or in CSCC process for execution of job, Management of Change procedure will be applicable, and approval may be obtained from divisional head /Cluster head.

4.2 Contractor: The person, entity or organisation who is executing the job for Tata Power under a contractual agreement and will be responsible for the following

- 4.2.1 To follow all Tata Power Critical Safety Procedure, Rules and guidelines given in Safety Terms and Conditions
- 4.2.2 Undertake job as per Site Safety Management Plan CSM-F10 and method statements agreed with Tata Power.
- 4.2.3 Raise any concerns with regard to their work and its safety with the Tata Power Order Manager.
- 4.2.4 Report all injuries, near misses, unsafe acts/conditions, and occurrences to the Tata Power Order Manager immediately.
- 4.2.5 Ensure that all sub-contractors follow the Tata Power Safety Procedure and agreed Site Safety Management Plan CSM-F10.
- 4.2.6 To follow all statutory requirements as per the laws of the land.
- 4.2.7 All vendors applying for A category jobs or submitting quote for high risk jobs shall obtain certificates of ISO 9001, ISO14001 and ISO45001 before submitting quote for high risk Jobs.

4.3 Safety Concurrence Group: It is Cross Functional Team constituted by Corporate Safety Team, which will have representatives from Execution department, Divisional safety and Corporate / Divisional contracts. SCG will be responsible for the following

- 4.3.1 Assessment of Safety Potential of new vendor before registration as per CSM-F1-Safety Category Qualification Form.
- 4.3.2 Safety Evaluation of the bids as per evaluation format CSM-F-9 Safety Bid Evaluation Criteria
- 4.3.3 Finalization of the Site Safety Management Plan CSM-F-10 submitted by the contractor.

- 4.3.4 Corporate Safety Team / Cluster Safety Head will be part of SCG during Safety Bid Evaluation for following types of jobs
- 4.3.4.1 High-Risk jobs to be carried out in Annual Overhaul- / Major Shutdowns and - Outages.
- 4.3.4.2 Capex jobs of High-Risk Category

5.1 Vendor Registration

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

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

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

5.2 Bid evaluation

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

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

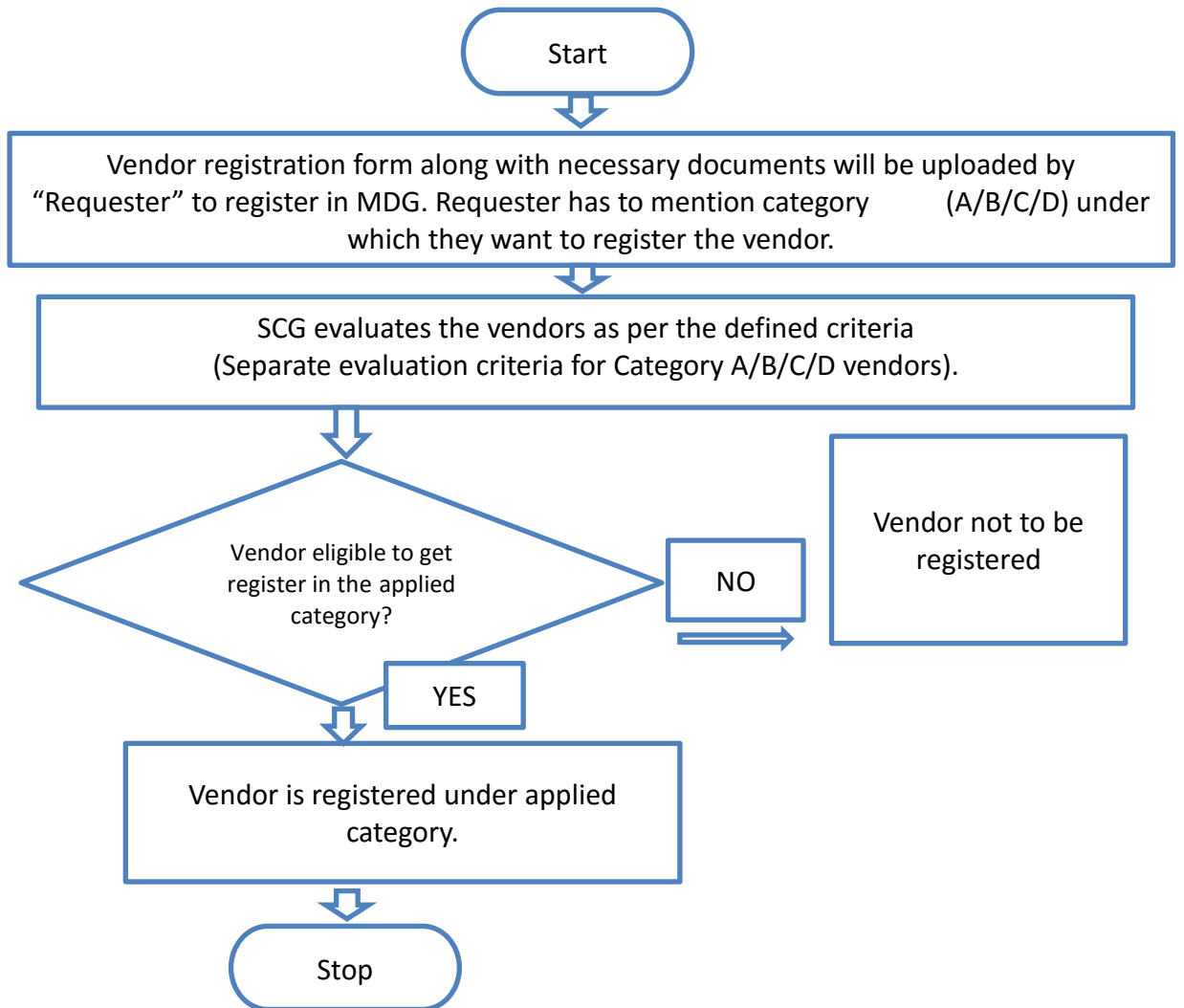
Otherwise the RFQ will be attached only with Safety Terms and Conditions. Long term and low value jobs (see definition) are exempted from the CSCC process.

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

5.3 Safety Performance Evaluation

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

Appendix 1: Process Flow Chart for Vendor Registration



The Tata Power Company Ltd		Contractor's Safety Code of Conduct
Document No. TPSMS/GSP/CSM/015 REV 05		Date of Issue: 30/07/2020

Appendix 2: CSM-F-1 Safety Category Qualification form

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

Safety Category Qualification Form

Please Consider my application for

Category A Vendor: Vendor eligible to carry out Very High- and High-risk O&M jobs

Category B Vendor: Vendors eligible to carry out technical jobs, classified as Medium / low risk

Category C Vendor: Vendors eligible for to carry out low or very low risk administrative and office jobs

Category D vendor: All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises.

Name of the Vendor:																
Sr. No	Safety Information	Remarks	Attachment													
1	Certified for i. OHSAS 18001/ ISO 45001, ii. ISO: 14001 iii. ISO: 9001 (ISO certificates to be issued from reputed accreditation agencies specified by Tata Power)	i. Y/ N ii. Y/ N iii. Y/ N	Attach copy of the certification													
2	Safety Statistics for Last Three (3) Years - LTIFR - LTISR	Yes/No		<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th></th> <th>Year 1 (Last FY)</th> <th>Year 2</th> <th>Year 3</th> </tr> </thead> <tbody> <tr> <td>LTIFR</td> <td></td> <td></td> <td></td> </tr> <tr> <td>LTISR</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Year 1 (Last FY)	Year 2	Year 3	LTIFR				LTISR			
	Year 1 (Last FY)	Year 2	Year 3													
LTIFR																
LTISR																
3	Do you have Safety Policy?	Yes/No	Attach copy of the safety policy.													
4	Do you have Safety training process?	Yes/No	Attach safety training process.													
5	Do you have Safety organization structure e.g. Safety Officers and Safety Committees?	Yes/No	Attach copy of the safety organization structure.													
6	Name and address of sites where work is in progress or worked earlier	Yes/No	Site details to be attached for inspection by Officials.													

Signature :
 Name and Designation :
 Stamp of Organization :

Appendix 3: Safety Terms and Conditions

Please refer the attached document Safety Terms and Conditions.

Appendix 4: CSM- F-3- Safety Performance Evaluation Criteria

1. A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice or every six-month based on Safety Performance Score of contractors. The retention amount will be calculated based on contract value as below.

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

2. The evaluation criteria include Lead Indicators such as CFSA (Contractor Field safety Audit) score, percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man days lost.
3. The retention amount saved will go to a separate Safety Improvement Fund.
4. For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.
5. Long term jobs with low value (Less than Rs. 1 Cr.) are exempted from the safety retention. Invoice of these type of jobs can be cleared without safety retention.
6. 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.
7. In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
8. The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.
9. Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score 100%.
10. During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached herewith and apply the Consequence management policy as applicable.
11. Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

Safety Performance Evaluation report- CSM-F-3

	<u>Lead Indicators</u>	<u>Unit Of measurement</u>	<u>Target</u>	<u>weight age</u>
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 by contractor for Critical Equipment, lifting Tools & Tackles and hand tools used at site as per Tata Power Checklist	%	80	5
4	Revalidation of Condition of tools, tackles and equipment by Order Manger.	%	100	15
	<u>Lag Indicators</u>			
1	Number of Fatalities	No.	0	30
2	Number of Lost workday case (LWDC)	No.	0	10
3	Man-days Lost	No.	0	10

Appendix 5: CSM- F-4 Safety Violation Penalty Criteria

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

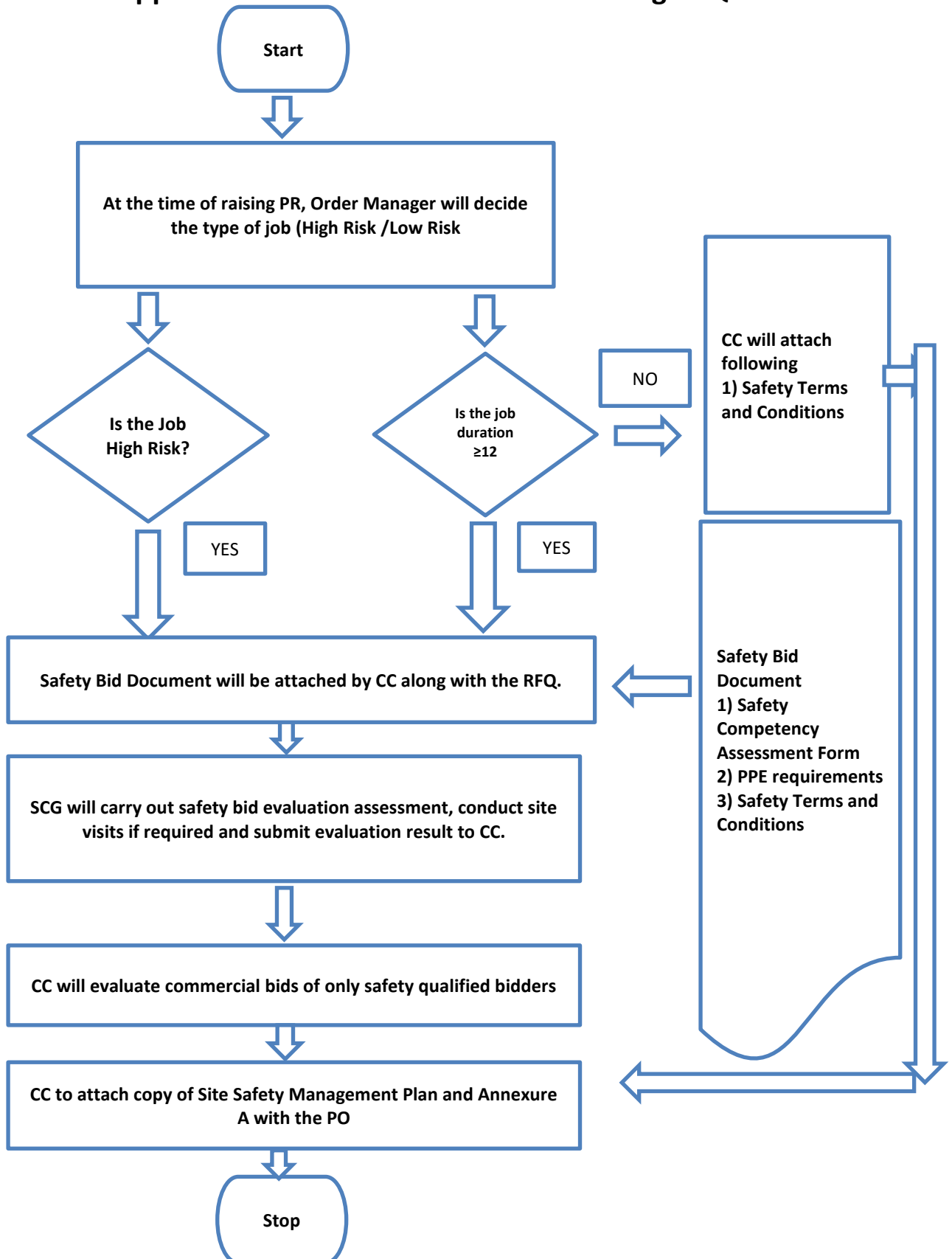
Sr No	Description of violation	Severity	Penalty
1.	Working without Permit	5	5000/-
2.	Untrained (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthling of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/
9.	Violation of Positive Isolation Procedure (LOTO Not followed)	5	5000/
10.	ELCB of more than 30 mA/ELCB not working	5	5000/
11.	On/Off switch of welding m/c not working	5	5000/
12.	Electric cable tied with metal wire	5	5000/
13.	Leakage found DA hose / cylinder	5	5000/
14.	Use of LPG	5	5000/
15.	Use of IC engine based Three-wheeler at the work site.	5	5000/
16.	Starting the job without Toolbox Talk	5	5000/
17.	Spatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/
18.	No safety latch in crane hook	5	5000/
19.	Load raised or swung over people or occupied areas of buildings	5	5000/
20.	Persons standing in swing area of construction equipment.	5	5000/
21.	Using damaged slings.	5	5000/
22.	Unstable scaffolding/nonstandard Scaffolding in use	5	5000/
23.	Handrails and mid-rails are missing	5	5000/
24.	Safety Harness not anchored with lifeline/fixed structure	5	5000/
25.	Fall arrestor not provided/ Not being used.	5	5000/
26.	Double lifeline not used for working at height	5	5000/
27.	No rubber mat in- Electrical Distribution (DB) room	4	2000/-
28.	Water found accumulated in Electrical Distribution room/near 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 Distribution Room / welding areas.	4	2000/

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

66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/
67.	Flash-back arrester not used.	3	500/
68.	Hand Trolley wheel found damaged.	3	500/
69.	Guy ropes of required length on both sides of object are not used during movement with load.	3	500/
70.	Scotch block/wedge not provided, when the vehicle is parked.	3	500/
71.	Suitable Trolley not provided to hold the cylinders.	3	500/
72.	Locked First Aid box	3	500/
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/
74.	Person found jumping barricading tape	3	500/
75.	Stacking of pipes, pile casing, drums without chock blocks/wedges	3	500/
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders)	5	1000/-
84.	Sleeping at Workplace	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Nonfunctional Head light/ taillight and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-
95.	Without Flash back arrester 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.	<ul style="list-style-type: none"> • First Time 	3	Warning
101.	<ul style="list-style-type: none"> • Second Time 	4	1000/-
102.	<ul style="list-style-type: none"> • Third Time 	5	5000/-
103.	Serious Violation of House Keeping (after 1st or 2nd warning to be decided by Project Manager depending on the severity)	5	Rs.10000/- and above
104.	Repeat Violation of same nature	5	5 X Penalty for Violation
105.	Appointment of subcontractor without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of Contract Value

Appendix 6: Process Flow Chart for issuing RFQ and PO



Appendix 7: CSM-F-7 Safety Competency Form (Template)

Name of the Vendor/Bidder : -

Name of the Sub Vendor (If job is given to Sub Vendor) : -

Description of the Job : -

Request for Quotation (RFQ) No. :-

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

1. Proposed Manpower Deployment Schedule : -

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

Instructions to Bidder to fill:

- Bidder to provide the overall site manpower deployment schedule as above.
- Bidder to indicate (through colour code mentioned below) their direct and sub-contracted employees

Direct bidder employee

Partly Direct / Partly sub-contracted

Sub-Contracted

- Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.
- Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators
- Columns can be extended to the actual duration of Site activities.
- Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

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

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

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

3. Safety Records:

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

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

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

4. Job Safety Plan/ Method Statement:

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

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

5. Management System Certification: -

Sr.	Certification	Yes / No	If Yes, Year of Certification	If No, Target date for Certification
	ISO 9001			
	ISO 14001			
	OSHAS 18001 / ISO 45001			
	Any other (please specify.....)			

Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.

Appendix 8: CSM-F-8 PPE requirements

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

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

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

The Tata Power Company Ltd		<i>Contractor's Safety Code of Conduct</i>
<i>Document No. TPSMS/GSP/CSM/015 REV 05</i>		<i>Date of Issue: 30/07/2020</i>

Appendix 9: CSM- F-10 Site Safety Management Plan / Method Statement

Site Safety Plan / Method Statement (Template)

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

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

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

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

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

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

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

6.1 Pre-Working Checks

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

Tools required for work:

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

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








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

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

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

Attachment: - Specific Risk Assessment

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

<p>Fall Protection Measures: (Where Work at height cannot be avoided)</p>							
<p>Control Measures for Electrical Hazards</p>							
<p>Others Hazard if any (please provide details)</p>							
<p>Hazardous Substances to be used in job : (Attach MSDS if required)</p>	 Acute Toxic	 Health Hazard	 Corrosive	 Dangerous For the environment	 Oxidising	 Highly flammable	 Explosives
	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No	Yes /No

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


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

--

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

Required Personnel Protective Equipment:	 Safety Boots	 Hard Hats	 Safety Gloves	 Hearing Protection	 Eye Protection	 Respiratory Protection	Other: 1. Hi-Viz 2. Coveralls 3.
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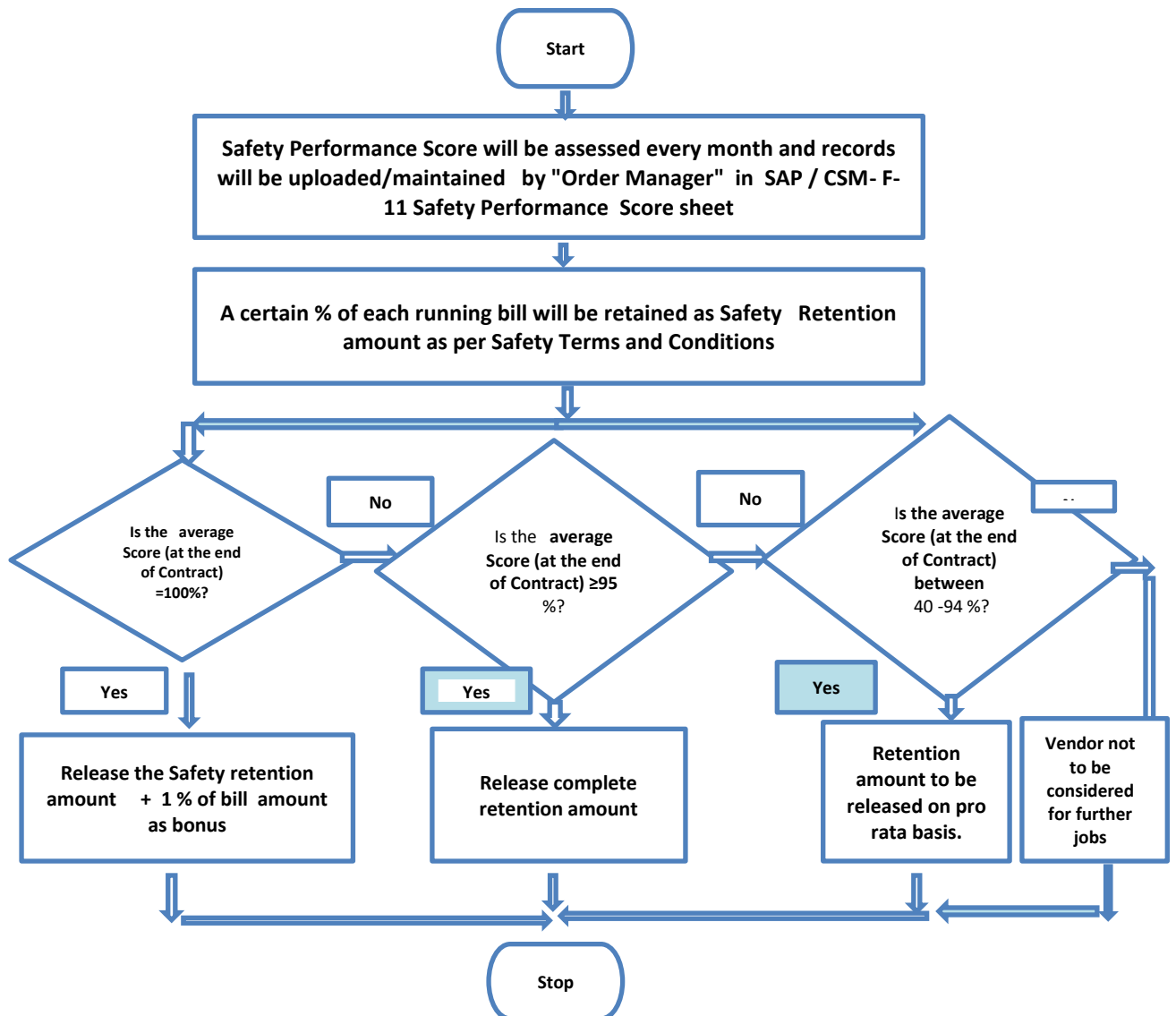
10.0 First Aid facilities and Nearby Hospitals Details

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

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

1. Please give a brief writeup / methodology of your organization planned to avoid impact of the COVID-19 pandemic at Tata Power working site.
2. Please give brief details of occupational health and hygiene related interventions planned by your organisation to ensure good health and fitness of workforce at Tata Power site.

Appendix 10: Process Flow Chart for Safety Performance Evaluation



Appendix 11: CSM- F-11 Safety Performance Score

Sr. No	Parameter	Unit of Measurement	Target	Weight age	Actual Performance	Actual Score
Lead Indicator						
1	% of Employee certified in TPSSI/Authorized agency	Number	50%	10		
2	CFSA score (Annexure 6.1)	Average Severity of Violations	1.49	20		
3	Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site	Number	80%	10		
4	Condition of critical tools, tackles and equipment	Number	100%	10		
Lag Indicator						
1	Number of Fatalities	No	0	30		
2	Number of Lost workday case (LWDC) (reportable)	No	0	10		
3	Man-days Lost	Man-days	0	10		
					Final Score	
					Invoice Value	
					Amount to be released	

Safety Performance Evaluation Criteria

Lead Indicators

	Target			
% of Employee certified in TPSDI/Authorized agency	50%	100%	Less than 100%	
Score		10	5	
	Target			
CFSA score	<=1.49	1.5 to 2.5	2.51 to 3.5	>=3.51
Score	20	15	10	0
	Target			
Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site	>=80%	79 to 50%	<50%	
Score	10	7	0	
	Target			
Condition of critical tools, tackles and equipment	100%	<100%		
Score	10	0		

Lag Indicators

Number of Fatalities	0	>0	
Score	30		0
Number of LWDC (reportable)	0	>0	
Score	10		0
Number of man days lost	0	1 to 5	>5
Score	10	5	0

Appendix 12: CSM-F-5 Safety Potential Evaluation Criteria for Vendor Registration

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

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

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

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

Evaluation Criteria for Category B

Sr. No	Description	Weight	Actual	Remarks
		age (%)	Score	
1	Does the contractor have a valid ISO 9001 certification?	30		
2	During site visit check for safety adequacy at site	30		Annexure -12.1
3	Check the Safety statistics of Contractor	10		Annexure -12.2

The Tata Power Company Ltd		<i>Contractor's Safety Code of Conduct</i>
<i>Document No. TPSMS/GSP/CSM/015 REV 05</i>		<i>Date of Issue: 30/07/2020</i>

4	Check the Safety orientation & training process of Contractor	15		Annexure -12.3
5	Check the organizational structure for safety professionals & engineers / supervisors.	10		Annexure -12.4
6	Certified/skilled workers as a percentage of overall workforce	5		
	Total	100		

Evaluation Criteria for Category C

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

Annexure 12.1: Evaluation Criteria for Category D:

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

Annexure 12.2

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

Annexure 12.3

Check List – Adequacy of Safety orientation & training process of Service provider			Actual Marks obtained	
1	Records of safety trainings provided to safety officer/supervisor/workmen during last 1 year as percentage(%) of total employed by service provider	Safety Officer	Marks	
		≥80% of employees	5	
		50 to 79 % of employee	2.5	
		<50%	0	
		Safety Supervisor	Marks	
		≥80% of employees	10	
		50 to 79 % of employee	6	
		<50%	0	
		Workmen	Marks	
		≥80% of employees	10	
		50 to 79 % of employee	6	
		<50%	0	
Total			25	

Annexure 12.4

Check List – Adequacy of organizational structure for safety professionals & engineers / supervisors.			Actual Marks obtained	
1	Check availability of number of safety officers from government recognized institute as per workforce strength.		Marks	
		1 in 50 employees	10	
		1 in 100 employee	6	
		Any other	0	
3	Check availability of qualified workforce from government recognized institute/TPSDI.		Marks	
		100% of safety officers qualified	5	
		50 – 99% of safety officers qualified	3	
		<50	0	
Total			15	

Appendix 13: CSM-F-9 Safety Bid Evaluation Criteria.

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

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

		Minimum Requirement	Weight age (%)	Score Obtained
Manpower	Safety Officer (1 per 500 workers)	Qualification- Officer shall possess Advance Diploma In Industrial Safety by state technical board. Experience- Minimum 1-year experience in relevant field as mentioned in the job in PR.	5	
	Safety Supervisor (1 per work site up to max. 50 workers)	Qualification- Supervisor shall possess ITI/ Diploma in relevant field. Experience- Minimum 2-year experience in relevant field as mentioned in the job in PR. Training – Trained and certified by TPSDI or equivalent institute in relevant safety procedures. Note: On request of the contractor/Users -TPDSI should vet & certify the skilled & experienced	5	

		Technician if Technical Qualification is not adequate.		
	Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc)	Experience- Minimum 2 year experience in relevant field as mentioned in the job in PR. Training – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.	5	
Tools & Tackles	Equipment / Machines/ Tools & Tackles(lifting and shifting tools)	The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the contractor. Evaluation of the list will be carried out based on 1) Suitability as per the relevant job 2) Make and age of the tools from authorized agencies defined by the user. 3) Certification by the competent authority of respective state.	30	
Safety Records	Safety Records	Safety Records for last 3 years (as per vendor or as per our knowledge) – Recommendation?	15	
Safety Plan	HIRA/Contract Job Safety Plan	Adequacy of HIRA and Job Safety Plan with respect to relevant job. More weight age will be given to vendor for using mechanized work and advanced tools and equipment	20	
Accredited Bodies certificate	ISO-9001	ISO-9001	2	
	ISO-14001	ISO-14001	3	
	OHSAS 18001 ISO 45000	OHSAS 18001/ISO 45000	15	
Total Score				

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

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

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

Annexure -13.1:

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

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



Appendix 14: CSM-F-11.1 CFSA Format

CONTRACTOR FIELD SAFETY AUDIT													
Project Name :													
Date:													
Description of Severity rating:						Audit Team:							
1 = Untidy area, minor issues, sets poor example													
2 = Restricted access, unacceptable trash, disorderly													
3 = Rule or procedure violation, potential injury													
4 = Unsafe condition, serious injury potential													
5 = Immediate serious injury potential, stop activity immediately and correct						Audit Time:			10:00hrs -11:30 hrs				
						Weather:			cloudy				
Area	Description	Responsible		Number Personnel Observed		Violations			Remarks	Leading Indicators			
		Engineer	Contractors	Good Citizens	Violators	Number of Violations	Severity	Violations x Severity		4 & 5	PPE	Unsafe Act	Unsafe Condition
1													
	Sub Totals			0	0	0	0	0			0	0	0
	% of Observed People Working Safely												
	Number of Violations												
	Average Severity of Violations												
	Number of Severity 4 & 5 Violations												
	% of 4 & 5 Violations												
	Approximate Number of Workers Observed												
	Number of People on Site												
	% of Workers Observed												

Appendix 15: Indicative List of High-Risk Jobs

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

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

Indicative List of High-Risk Jobs -Generation Cluster


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

Indicative List of High-Risk Jobs - T&D Cluster

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

Indicative List of High-Risk Jobs - Renewable Cluster

Sl. No.	Jobs					
1	Working on Electrical Panels					
2	Hi Potting of Equipment					
3	Battery commissioning and maintenance					
4	Working on the nasal of Wind Turbine					
5	Working on live electrical switchyard, material Handling and Equipment installation					
6	Roof Top Solar Panels Installation and maintenance					
7	Working in live Electrical Switchyard, Material Handling, equipment installation					
8	All maintenance activities that requires climbing on Towers /Structures / Transformer/ GODs					
9	Loading and Unloading of Solar Panels on trucks					
10	Structural Repair /Dismantling work at height.					

	TP CENTRAL ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT- SERVICE ORDERS	
Rev. No	0	Page 1 of 98

CONTENTS	
CLAUSE NO.	DESCRIPTION
1.0	ORGANIZATIONAL VALUES
2.0	ETHICS
3.0	CONTRACT PARAMETERS
3.1	Issue/Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/Time
3.5	Contract Execution Completion Date
3.6	Contract Execution Period/Time
3.7	Contract Price /Value
3.8	Contract Document
3.9	Contract Language
3.10	Reverse Auction
4.0	SCOPE OF WORK
4.1	Indemnity
4.2	Display of notice boards at work site
4.3	Disposal of waste at site
4.4	Deployment of workforce
4.5	Damage of Properties
4.6	Issuance of material
4.7	Company's right to use works
4.8	Rights of TPCODL to vary the scope work
4.9	Technical Evaluation
5.0	PRICES/RATES/TAXES
5.1	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Pre-requisites for payment
6.2	Bills and invoices
6.3	Payment and statutory deductions
6.3.1	Statutory deductions

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 2 of 98

CONTENTS	
CLAUSE NO.	DESCRIPTION
6.4	Guidelines for raising running/final bills
6.5	Quantity Variation
6.6	Full and Final Payment
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Compliance to Labour Laws
9.5	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Adherence to Rules & Regulations
10.3	Specifications and Standards
11.0	SAFETY
12.0	GUARANTEE
12.1	Guarantee of Performance
12.2	Guarantee period
12.3	Failure in Guarantee period(GP)
12.4	Cost of repairs on failure in GP
12.5	Guarantee Period for Goods Outsourced
12.6	Latent Defect
13.0	LIQUIDATED DAMAGES
13.1	LD Waiver Request
13.2	Material Recovery
14.0	ASSIGNMENT OR SUBCONTRACTING
15.0	UNLAWFUL ACTIVITIES
16.0	CONFIDENTIALITY
16.1	Documents
16.2	Geographical Data
16.3	Associate's Processes

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 3 of 98

CONTENTS	
CLAUSE NO.	DESCRIPTION
16.4	Exclusions
16.5	Violation
17.0	INTELLECTUAL PROPERTY RIGHTS
18.0	INDEMNITY
19.0	LIABILITY & LIMITATIONS
19.1	Liability
19.2	Limitation of Liability
20.0	FORCE MAJEURE
21.0	SUSPENSION OF CONTRACT
21.1	Suspension for Convenience
21.2	Suspension for Breach of Contract Conditions
21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACTS
22.1	Termination for default/breach of contract
22.2	Termination for convenience of associate
22.3	Termination for convenience of TPCODL
23.0	Dispute resolution and arbitration
24.0	Governing laws and jurisdiction
25.0	ATTRIBUTES OF GCC
25.1	Cancellation
25.2	Severability
25.3	Order of Priority
26.0	INSURANCE
27.0	ERRORS AND OMISSIONS
28.0	TRANSFER OF TITLES
29.0	SUGGESTIONS & FEEDBACK
30.0	CONTACT POINTS
31.0	LIST OF ANNEXURES

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 4 of 98

1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

All members of Team TPCODL, Associates and Stakeholders are requested to register any grievance on ethics violation to Mr. Rajeev Kharyal, Chief Ethics Counselor.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 5 of 98

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 6 of 98

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

3.8 Contract Document

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

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

3.9 Contract Language

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

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

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

3.10 Reverse Auction

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 in Annexure I. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form as mentioned in the Annexure I as a token of acceptance for the same.

4.0 SCOPE OF WORK

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 7 of 98

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

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

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

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

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

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

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

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

4.1 Indemnity

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 8 of 98

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 9 of 98

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

4.4 Deployment of Work Force

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

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

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

4.7 Company's Right To Use Works

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 10 of 98

per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

4.8 Rights of TPCODL to vary the scope work

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

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

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

4.9 Technical Evaluation

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 11 of 98

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

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

5.0 PRICES/RATES/TAXES

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

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

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

5.1 Changes in Statutory Tax Structure

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 12 of 98

6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

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

6.2 Bills & Invoices

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

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

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

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

6.3 Payment & Statutory Deductions

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 13 of 98

6.3.1 Statutory Deductions

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Inward Receipt Desk (BIRD) located at Third Floor, IDCO Towers, Janpath, Bhubaneswar..

6.4 Guidelines for Raising Running/ Final Bills

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

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

6.5 Quantity Variation

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

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 14 of 98

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 15 of 98

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

9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 16 of 98

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

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

9.4 Compliance to Labour Laws

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 17 of 98

10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Adherence to Rules & Regulations

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

10.3 Specifications and Standards

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

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

11.0 SAFETY

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 18 of 98

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

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

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

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

12.3 Failure in Guarantee Period (GP)

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 19 of 98

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

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 20 of 98

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

13.1 LD Waiver Request

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

13.2 Material Recovery

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

14.0 ASSIGNMENT OR SUBCONTRACTING

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

In such cases where outsourcing is done by the Associate

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 21 of 98

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

15.0 UNLAWFUL ACTIVITIES

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

16.3 Associate's Processes

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 22 of 98

construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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

18.0 INDEMNITY

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 23 of 98

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

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 24 of 98

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

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

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

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

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

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

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

21.0 SUSPENSION Of CONTRACT

21.1 Suspension for Convenience

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

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

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 25 of 98

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

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

21.2 Suspension for Breach of Contract conditions

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

21.3 Compensation in lieu of Suspension

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

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 26 of 98

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

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 27 of 98

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

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

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

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

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

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

22.2 Termination for convenience of Associate

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 28 of 98

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

22.3 Termination for Convenience of TPCODL

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

24.0 Governing laws and jurisdiction

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

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 29 of 98

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

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

27.0 ERRORS AND OMISSIONS

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

28.0 TRANSFER OF TITLES

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

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

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

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

29.0 SUGGESTIONS & FEEDBACK

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 30 of 98

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

30.0 CONTACT POINTS

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

31.0 LIST OF ANNEXURES

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 31 of 98

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Central Odisha Distribution Limited

Bhubaneswar

HEREAS, (Name of the Bidder) (hereinafter called “the BIDDER”) has submitted his bid dated for the (Name of Contract) (hereinafter called “the BID”).

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

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

The CONDITIONS of this obligation are:

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

or

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

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

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 32 of 98

ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

TP Central Odisha Distribution Limited

Bhubaneswar

CP cum EP BG No.....

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 33 of 98

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

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

Dated at _____ this _____ day of _____ 200__

Witness

- | | |
|----------|--|
| 1. _____ | Bank's rubber stamp
Banks full address |
| 2. _____ | Designation of Signatory
Bank official number |

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 34 of 98

ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

(On Company’s Letter head or with Company Seal)

(To be submitted by the Associate to TPCODL Accounts Department at the time of receipt of full and final payment)

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

Dated

Signature

Place

Name

Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 35 of 98

ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

Dated

Signature

Place

Name Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 36 of 98

ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TP Central Odisha Distribution Limited,

Bhubaneswar

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 37 of 98

ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPCODL Core Values:

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 38 of 98

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 39 of 98

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 40 of 98

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

7.0 Requirements during execution of work:

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

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

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

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

Enclosure:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 41 of 98

FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 42 of 98

If yes, furnish details:

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

Name _____ of _____ Insurance _____ Company _____

.....

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

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

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

Date:

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

This Business Associate is / will be engaged in TPCODL.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 43 of 98

Form X

Undertaking

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

(_____)

Date:

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 44 of 98

Form XI

Undertaking

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

I _____ on behalf of

M/s _____ hereby undertake:

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

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

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

Date:

(_____)
Authorized Signatory

For M/s _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 45 of 98

FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 47 of 98

(i) Canteen : _____

(ii) Rest rooms : _____

(iii) Drinking water : _____

(iv) Crèches : _____

(v) First Aid : _____

Signature of contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 48 of 98

ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 49 of 98

ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

- OEMs Service Contractor Material Suppliers Material & Manpower Supplier

You are associated with us for

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

Your office is located at

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

Your nearly turnover with TPCODL

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

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

SECTION - A

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 52 of 98

SECTION - B

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

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

SECTION - C

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

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

SECTION - D

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

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

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 54 of 98

SECTION – E

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

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

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

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

We thank you for your time and courtesy!!

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 55 of 98

ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 56 of 98

ANNEXURE - J

To,
DGM (Finance)
TP Central Odisha Distribution Limited
Bhubaneswar

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

Dear Sir,

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

Vendor Code :

Title of Account in the Bank :

Account Type :

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

Bank Account Number :

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

Name & Address of Bank :

Bank Contact Person's Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

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

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

Bank Branch IFSC Code :

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 57 of 98

:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

ANNEXURE - K

CONTRACTOR SAFETY MANAGEMENT SYSTEM

1. OBJECTIVE

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

2. SCOPE

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 59 of 98

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

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

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

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

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

(Details as per Annexure attached)

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 60 of 98

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

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

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

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

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

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

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

5.3 Safety Manager: The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 61 of 98

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 62 of 98

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

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

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

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

5.8 Safety Audit / Inspection & HIRA: The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the *annexure 8*. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) *as per annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 63 of 98

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

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

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

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

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

6. REWARD AND PUNITIVE MEASURES

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

- 6.1.1 Working without PPE/ Safety Gadgets
- 6.1.2 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.3 Working without creation of effective safety zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPCODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

6.2 Measures of Reward and Punitive Measures

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 64 of 98

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

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

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

6.3 Safety Violation Escalation Matrix

6.3.1

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

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

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

Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)

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

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

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 68 of 98

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

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

6.3.2 COMPENSATION FOR BA PERSONNEL

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

I. For Death or Permanent / Total Disablement

The BA shall take an insurance coverage of at least Rs. 15 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

II. For Permanent Partial Disablement and Temporary Total Disablement

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

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

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

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 69 of 98

provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

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

Abbreviations Used in the Document

TPCODL	TP Central Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster Management
MMG	Meter Management Group
EAG	Energy Audit Group
PPE	Personal Protective Equipment
SOP	Standard Operating Procedures
CSI/SI	Circle Safety In-charge / Safety In-charge
ASO	Area Safety Officer
NSO	Nodal Safety Officer
SC	Safety Coordinator
HoG / HoD	Head of Group / Head of Department
AGM / GM / VP	Assistant General Manager / General Manager / Vice President
CFO / Chief (O & S)/ CEO & MD	Chief Finance Officer / Chief (Operating & Safety) / Chief Executive Officer & Managing Director
COS	Corporate Operation Services
CAP	Centralized Account Payable System
PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 70 of 98

Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 71 of 98

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 72 of 98

Certification				
<ul style="list-style-type: none"> - Is there a procedure by which employees can report hazards at workplaces? - If yes provide details if No please refer Note 1. 	1			
<i>Safety Monitoring</i>				
<ul style="list-style-type: none"> - Is there an officer / supervisor responsible for monitoring workplace / worksite safety? - If yes provide details 	1			
<i>Safety Performance Monitoring</i>				
<ul style="list-style-type: none"> - Are employees regularly provided with information on company health and safety performance? - If yes provide details 	1			
<ul style="list-style-type: none"> - Has the company ever been convicted of an occupational health and safety offence? - If yes provide details 	NO Marks (Negative mark ONE for each case)			
<ul style="list-style-type: none"> - Has there been any major accident of employee at TPCODL site in past 	NO Marks (Negative mark ONE for each case)			
<ul style="list-style-type: none"> - Has there been any fatal accident of employee at TPCODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4. 	NO Mark (Negative mark FIVE for each case)			

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 73 of 98

Certification			
Minimum of 75% marks is required for qualification.		Total Marks achieved	
Company Reference			
1. Name of company 2. Name of company			

Note

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 74 of 98

Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

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

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Excavation / Civil work	Collapse of soil, Fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> 1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> 1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> 1. Mandatory compliance of TPCODL Road Safety policy W07(COR-P-12)

Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.

Guidelines for filling the Risk Assessment Form

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 76 of 98

Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



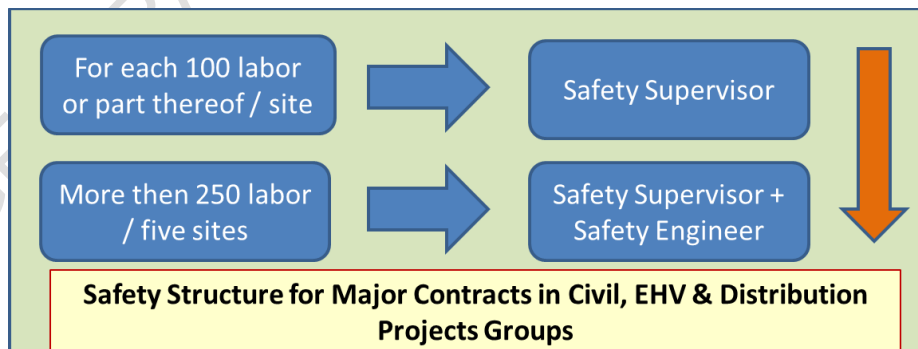
Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 77 of 98

Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



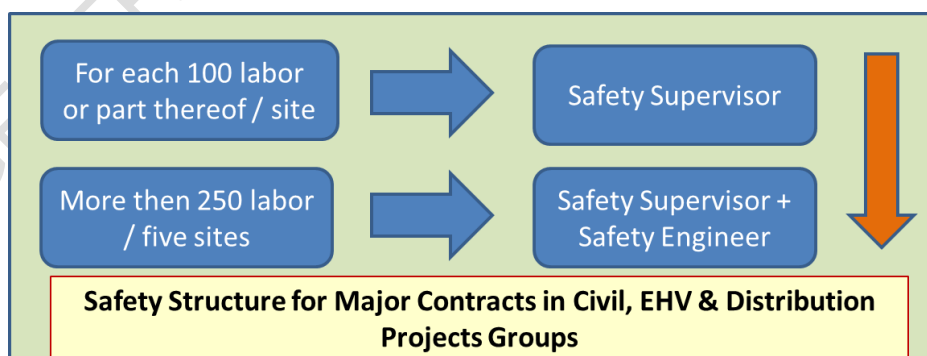
Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 78 of 98

Annexure 3.3 (Refer Para 4.0)

General Safety Conditions for the major EHV Projects Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPCODL Safety Manual for details.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 79 of 98

Annexure 3.4 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 80 of 98

Annexure 3.5 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce upto 100 at site) / a safety engineer (for workforce upto 250 at site) / safety manager (for more than two safety engineers) for managing a complete safety management system at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPCODL Safety Manual for details.



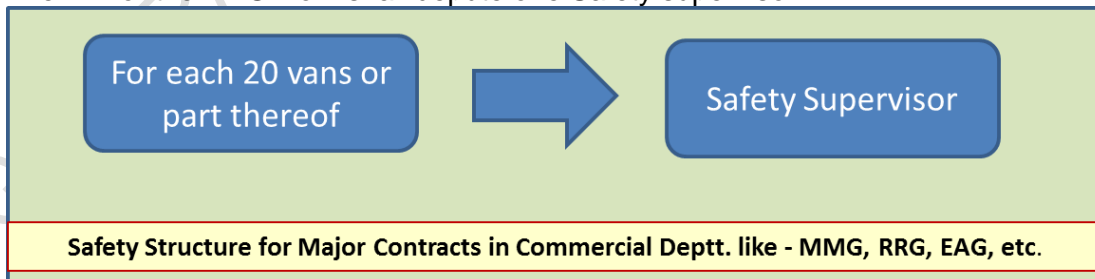
Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 81 of 98

Annexure 3.6 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



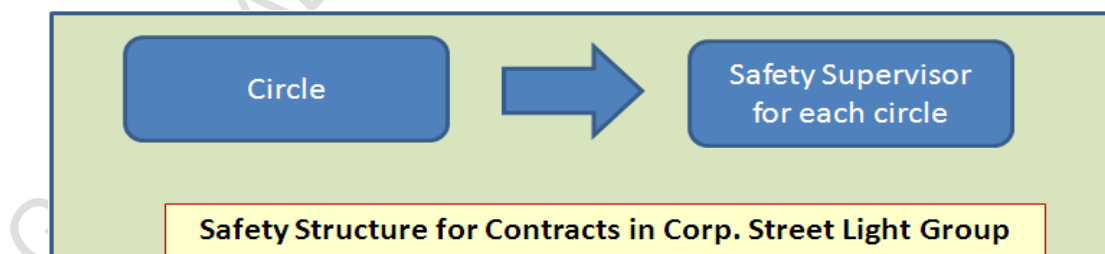
Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 82 of 98

Annexure 3.7 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 83 of 98

Annexure 4 (Refer Para 3.3)

Safety Undertaking by way of Affidavit

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 84 of 98

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

DEPONENT

VERIFICATION

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

DEPONENT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 85 of 98

Annexure 5 (Refer Para 5.4)

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

Skill / Qualifications Required for Electrician (*Certificate of Competency Class-II*):

1. Formal education in ITI – Wireman/ Electrician trade.

OR

2. Working experience of minimum three years of practical wiring.

OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.

4. A candidate must have attained the age of Eighteen years.

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

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.

OR

2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.

AND

Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively

OR

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 86 of 98

Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

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

Session: 2

Topic: Use of Electrical Testing Equipment

Methodology: Lecture and Practical Demonstration

Sub Topics:

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

Session: 3

Topic: Awareness of Electrical Safety Aspects

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 87 of 98

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

Session: 4

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

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

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

One Day Induction Safety Training Programs:

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

Duration / Periodicity:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 88 of 98

Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY




Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C) Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech) Joseph Leslie Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
06	Fire Proof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPCODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

Note:

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

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

Pictures of PPE for reference purpose.

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt) The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	

04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fire Proof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPCODL standard	
08	Reflective jacket to each workmen	As per TPCODL standard	

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

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

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

Note:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 92 of 98

Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

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

Cumulative Man Hour worked:

Total Number of

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

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

Detail of the Incident / Sub Standard Acts and Condition

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

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

Detail of the Accident / Near Miss Incidents:

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

Details of the Safety Violations:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 93 of 98

Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Tool Box Talk / Safety Training

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

Detail of the Safety Meeting

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

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

Date	Area / Location	Major Observations	Recommendations	Action Taken

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

Date	Location	Activity	Level of Participation	Number of participation

Signature of the BA Safety Representative
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 94 of 98

ANNEXURE-L
VENDOR APPRAISAL FORM

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 95 of 98

		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
9.0	MANUFACTURE		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 96 of 98

	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
10.0	INSPECTION / QC / QA / TESTING		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 97 of 98

	ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)	:
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS	:
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)	:
14.0	POWER SITUATION	:
15.0	LABOUR SITUATION	:
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED	:
17.0	ORGANIZATIONAL DETAILS 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	DOCUMENTS TO BE ENCLOSED: 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	:

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

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be Proprietorship Deed.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 98 of 98

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

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

GENERAL CONDITIONS OF CONTRACT