



**TP CENTRAL ODISHA DISTRIBUTION LIMITED**  
(A Tata Power & Odisha Govt. joint venture)  
2nd Floor, IDCO Tower, Janpath, Bhubaneshwar, Odisha 751022

NIT No.: TPCODL/P&S/1000000376/2023-24

**VERY VERY IMPORTANT FOR THE PROSPECTIVE BIDDERS TO NOTE  
PRIOR TO GOING THROUGH THE TENDER DOCUMENT**

The bidders have to pay the requisite tender fees prior to submission of Pre-Bid queries (if any). The queries of the bidders who have paid the tender fees will be considered for clarification only. The queries of un-paid bidders shall not be considered for clarification. The queries are to be submitted in editable format of MS-Excel through e-mail only.

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

**Procedure to Participate in Tender**  
**Tender Enquiry No - TPCODL/P&S/1000000376/23-24**

<b>Tender Enquiry No.</b>	<b>Work Description</b>	<b>EMD (Rs.) *</b>	<b>Tender Fee (Rs.) **</b>	<b>Last Date and Time for payment of Tender Fee</b>
TPCODL/P&S/ 1000000376/23-24	Rate Contract for Meter Reading cum Spot Billing/ Bill Distribution, Door to Door Collection at TPCODL, Odisha	8,50,000	5,000	16.05.2023

\* 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, pls refer "Annexure VIIa"

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

**Procedure to Participate in Tender.**

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

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



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- e. Name of Firm
- f. Address of Firm
- g. GST Registration No
- h. Details of submission of Tender Fee
- i. MSME Certificate, wherever applicable
- j. Details of Bank Account for refund of EMD
- k. Postal Address for refund of EMD

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

Beneficiary Name – TP Central Odisha Distribution Ltd.

Bank Name – STATE BANK OF INDIA

Branch Name – IDCO Towers, Bhubaneshwar

Address – PO- Sahidnagar, Janapath, Bhubaneswar.

Branch Code – 7891

Account No – 10835304915

IFSC Code – SBIN0007891

E-mail with necessary attachment of 1 and 2 above to be sent to liki.debata@tpcentralodisha.com with copy to sudhakar.behera@tpcentralodisha.com before last date and time for payment of Tender Fee.

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

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

All communication will be done strictly with the bidders who have done the above step to participate in the Tender.

Also it may be strictly noted that once date of “Last date and time for Payment of Tender Participation Fee” is lapsed no Bidder will be sent link from TPCODL E-Tender System (Ariba).

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Without this link vendor will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

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

**-: Steps for E-tender submission: -**

**Step 1:**

The bidder can get primary information about the tender from the NEWSPAPER advertisement / TPCODL website (in case of open tender) / invitation through e-mail (in case of limited tenders)

**Step 2:**

First the prospective Bidder who intends to participate in an open tender should deposit the requisite tender fee as mentioned in the tender document through NEFT/ RTGS in the a/c of TPCODL as mentioned in the tender document. Deposit of the Tender fee should be made within the scheduled time for such deposit as indicated in the Tender document

**Step 3:**

After deposit of the tender fee, the bidder should furnish the following information through e-mail to the contact person indicated in the tender document.

**Step 4:**

After receipt of the above information through e-mail, Vendor will get an **invitation e-mail** from ARIBA System which is the e-tendering platform of TPCODL. In this mail there will be an online link as **Click Here** to participate in the tender. The link is **valid for 48 hrs** only.

**Step 5:** Click **"Click Here"** to access this event.

**Step 6:**

If you are 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.

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

**Step 7:**

Click Continue. The simple one-page registration screen will open for first time user. **All \* mark mandatory field to be filled in.**

**Step 8:**

You will be able to see the RFQ ( i.e Detail Tender document).

**Step 9:**

After review and downloading of all documents click on **"Accept Review Pre-requisites"** i.e acceptance of terms and conditions.

**Step 10:**

Review and accept **"Bidder Agreement"**.



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**Step 11:**

You can see attached tender document in PDF format 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.)**

**Step 13:**

**Uploading of Price Bid**

- (a) Price schedule is attached in envelope.3.1 of ARIBA. 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. For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.
- (b) In addition, the bidder has to upload the editable form of the price bid in EXCEL format in envelope 3.2 of ARIBA system.

**Step 14:**

After uploading successfully Techno commercial offer and price part then click on **"Submit Entire Response"**

**Note: Once user ID and password created, bidder can also login to ARIBA site through the following URL:**

<https://service.ariba.com/Sourcing.aw/124997008/aw?awh=r&awssk=oxt0s1BN&dard=1>



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## **OPEN TENDER NOTIFICATION**

**FOR**

**Rate Contract for Meter Reading cum Spot Billing/ Bill  
Distribution, Door to Door Collection at TPCODL for 3 Years**

**Tender Enquiry No.: TPCODL/P&S/1000000376/2023-24**

**Due Date for Bid Submission: 27.05.2023 [15:00 Hrs.]**

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

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## 1. Event Information

### 1.1 Scope of work

**Open Tenders** are invited in through e-tender bidding process from interested Bidders for entering into for **Rate Contract for Meter Reading cum Spot Billing/ Bill Distribution, Door to Door Collection at TPCODL, Odisha** as defined below

Package no	Description	EMD Amount(Rs.)	Tender Fee Incl. GST(Rs.)
1	Rate Contract for Meter Reading cum Spot Billing/ Bill Distribution, Door to Door Collection at TPCODL, Odisha for 3 years	8,50,000	5,000

### 1.2 Availability of Tender Documents

Non-transferable tender documents may be purchased by interested eligible bidders from address given below, on submission of written application to the under mentioned and upon payment of non- refundable Tender Fee of requisite amount as mentioned above towards cost of bid documents.

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

Tender documents may be downloaded by interested eligible bidders from TPCODL website [www.tpcentralodisha.com](http://www.tpcentralodisha.com) with effect from 08.05.2023 In the event detailed tender documents are downloaded from TPCODL website or are received through email from TPCODL, the Tender Fee shall be compulsorily submitted either online through NEFT/ RTGS or demand draft/ Banker's cheque drawn in favour of "TP Central Odisha Distribution Limited", payable at Bhubaneswar only. Any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit TPCODL website [www.tpcentralodisha.com](http://www.tpcentralodisha.com) regularly for any modification/ clarification to the bid documents.

### 1.3 Calendar of Events

(a)	Date of sale/ availability of tender documents from TPCODL Website/ARIBA E-Tender Portal	From 08.05.2023
(b)	Last date and time of payment of Tender fees through RTGS/NEFT to get link for participation in E-Tender portal	16.05.2023

(c)	Last Date of receipt of Pre-Bid queries in <b>MS – Excel</b> format through e-mail, (if any) <b>after which no queries will be entertained</b>	18.05.2023
(d)	Date & Time of Pre-Bid Meeting (if any)	20.05.2023
(d)	Last Date of Posting Consolidated replies to all the Pre-Bid queries as received in the TPCODL website	22.05.2023
(e)	Last date and time of receipt of Bids through ARIBA E-Tender portal	27.05.2023 up to 15:00 Hours

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

#### 1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details (as applicable)
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letterhead.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

#### 1.5 Deviation from Tender

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

#### 1.6 Right of Acceptance/Rejection

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

- 1.6.1 EMD of requisite value and validity



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

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

## 1.7 Qualification Criteria:

1. Bidder should be registered entity in India under the Companies Act, 1956 / 2013 or LLP act for the financial year ending 31-Mar-2023. (Duly Attested copy of Certificate of incorporation / Registration Certificate to be submitted).
2. The bidder should have an average annual turnover of 6 Cr in last 3 years. (Copy of audited P&L Account/statement & Balance Sheet of last 3 financial years; Copy of Positive Net worth certificate from audited CA form to be submitted)
3. The bidder should have at least 2 years of experience in Spot Meter Reading & Billing and/or Revenue Collection/Recovery activity in any power distribution utility during last 5 years covering at least 1 lacs no. of consumers per month. In case the bidder has the previous association with Tata power discom utility for similar services, the performance feedback for that bidder by Tata power user group shall only be considered irrespective of performance certificate issued by any third organization. (Work Orders / Completion Certificates/Performance certificate to be submitted)
4. The bidder should have experience in meter reading cum spot billing / bill distribution, Door to Door Collection or Recovery of dues in any distribution Utility during last 5 years having single order value of more than 50 Lakh. In case the bidder has the previous association with Tata power discom utility for similar services, the performance feedback for that bidder by Tata power user group shall only be considered irrespective of performance certificate issued by any third organization. (Work Orders / Completion Certificates/Performance certificates to be submitted)
5. Bidder should have Performance Certificate for satisfactory performance in meter reading, billing, collection, revenue recovery from minimum one reputed Power Distribution Utility having consumer base of more than 5 lakhs. (Copy of Performance Certificate to be submitted)
6. Bidder should be a registered Sole Proprietor Firm/ Partnership Firm/ Company and should possess the followings:
  - a) Valid EPF Registration Certificate.
  - b) Valid ESI Registration Certificate.
  - c) Valid PAN
  - d) Valid GSTN Registration(Copy of Valid PAN, EPF, ESI, GSTN to be submitted)
7. Bidder should be have valid ISO 9001:2015 certification (Copy of Valid ISO 9001:2015 Certificate to be submitted)

8. Bidder to confirm that they (bidding company, their parent company or subsidiary company) were not involved in any litigation in last three years and also there are no pending or open litigations. In case there were litigations in last 3 years or any present litigation is going on than details of the same have to be submitted.  
(Self-Certificate to be submitted in this regard)

## 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 market place for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

## 1.9 Supplier Confidentiality

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

## 2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for each division as calculated in Schedule of Items [Annexure I].
- Bidders have to provide breakup of the prices as quoted by them against given line items. In case, it is observed that the bidders have under quoted the prices against these line items in view of applicable minimum wages, manpower deployment etc., TPCODL reserves the right to reject the bids.
- TPCODL prefers to split the overall contract division-wise. The decision on 'number of division awarded to a particular bidder' as well as 'allocation of a division to a corresponding bidder' shall be taken based on the best cost optimized option available with TPCODL. The decision of TPCODL in this regard shall be final and binding on the successful bidders.
- Bidder has to mandatorily quote against each item for each of the divisions of Schedule of Items [Annexure I]. Failing to do so, TPCODL may reject the bids.

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

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

**2.1 Price Variation Clause:** The prices shall remain **firm** during the entire contract period. However the rates shall be revised on account of any revisions in minimum wages and statutory compliances as published by labour department, Govt. of Odisha during the contract period.

**2.2 Quantity variation Clause:** The quantity mentioned in tender document is based upon best effort estimate and may vary on actual execution.

### **3.0 Submission of Bid Documents**

#### **3.1 Bid Submission**

Bidders are requested to submit their offer in line with this Tender document. TPCODL shall respond to the clarification raised by various bidders and the replies will be sent to all participating bidders through e-mail 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 / online NEFT/ RTGS transfer / Bank Draft / Bankers Pay Order (issued from a scheduled Bank) favoring ‘TP Central Odisha Distribution Limited “only. 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/ TPCODL Bank Details for transferring Tender Fee and EMD is as below:**

**Account Name: TP Central Odisha Distribution Limited**  
**Bank Name: SBI, IDCO Towers, Bhubaneswar**  
**Bank Account No. : 10835304915**  
**IFSC Code : SBIN0007891**

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

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



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**The technical bid shall be properly indexed and is to be submitted through E-Tender portal of TPCODL.**

**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.

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**FOR BIDS INVITED THROUGH E-PROCUREMENT PORTAL:**

The interested bidders are requested to obtain user name and password for purpose of bid submission through e-procurement portal of TPCODL, Bhubaneswar

**Bids have to be mandatorily submitted only through ARIBA e-procurement portal of TPCODL. Bids submitted through any other form/ route shall not be admissible**

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The interested bidders are requested to obtain user name and password for purpose of bid submission through e-procurement portal([tatapower.sourcing.ariba.com](http://tatapower.sourcing.ariba.com)).

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Bids shall be submitted in 3 (Three) parts on the assigned folder of e-procurement site. May please refer the user manual available at ([tatapower.sourcing.ariba.com](http://tatapower.sourcing.ariba.com)).

**Bids have to be mandatorily submitted only through e-procurement portal of TPCODL. Bids submitted through any other form/ route shall not be admissible.**

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

**EMD for Entire Package**

**“Rate Contract for Meter Reading cum Spot Billing/ Bill Distribution, Door to Door Collection at TPCODL, Odisha”**

Please mention our Enquiry Number: - **TPCODL/P&S/1000000376/2023-24** on the Tender and drop the same at Tata Power Central Odisha Distribution Limited, 2<sup>nd</sup> Floor, IDCO Towers, Janpath, Bhubaneswar-751022.

The envelope shall be addressed to:

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

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

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



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

#### **SIGNING OF BID DOCUMENTS:**

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

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

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

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

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

#### **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:**

##### **Contracts:-**

Name : Liki Kumari Debata, Procurement  
Contact No: 9777451282  
E-Mail ID: [liki.debata@tpcentralodisha.com](mailto:liki.debata@tpcentralodisha.com)

Name : Sony Jha, HOG Procurement  
Contact No: 9031368904  
E-Mail ID: [sony.jha@tpcentralodisha.com](mailto:sony.jha@tpcentralodisha.com)

Name: Mr. Sudhakar Behera, SGM Procurement  
Contact No.: 9437282663  
E-Mail ID: [sudhakar.behera@tpcentralodisha.com](mailto:sudhakar.behera@tpcentralodisha.com)

Name: Mr. Pravin Jain, Chief(P&S)  
Contact No:9223322641  
E-Mail ID: [pravin.jain@tpcentralodisha.com](mailto:pravin.jain@tpcentralodisha.com)

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### **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 & total price with taxes, duties, packing & freight up to destination loading unloading at central store Bhubaneswar/ Choudwar of TPCODL. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

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

### **3.4 Bid Currencies**

Prices shall be quoted in Indian Rupees Only.

### **3.5 Period of Validity of Bids**

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

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

### **3.6 Alternative Bids**

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

### **3.7 Modifications and Withdrawal of Bids**

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

### **3.8 Earnest Money Deposit (EMD)**

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

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

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

**The EMD shall be forfeited in case of:**

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

**Or**

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

**3.9 Type Tests (if applicable)**

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

**4.0 Bid Opening & Evaluation process**

**4.1 Process to be confidential**

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

**4.2 Technical Bid Opening**

Bids will be opened at Corporate Office of TPCODL as per the schedule mentioned in Calendar of Events. In case of limited tenders, the bids shall be opened internally by TPCODL. In case of Open Tenders, the bids shall be opened in the presence of accredited representatives of bidders who may choose to be present at the time of tender opening. 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. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPCODL.

**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



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total price per item shall prevail and the Total Amount will be corrected.

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

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

#### **4.4 Techno Commercial Clarifications**

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

#### **4.5 Price Bid Opening**

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

#### **4.7 Reverse Auctions**

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

#### **5.0 Award Decision**

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

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

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



## 6.0 Order of Preference/Contradiction:

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

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

## 7.0 Post Award Contract Administration

### 7.1 Special Conditions of Contract

- The overall period of the contract shall be for a period of 3 years. The contract value shall however initially be placed for a period of one year only. TPCODL reserves the right to extend the contract value on a year to year basis for a period of further 2 years as per the agreed rates.
- Contractor Safety Management System along with its amendments as issued time to time by TPCODL shall be applicable in this contract. All new amendments shall be effective from the date of their issue or from the date of intimation to the Business Associate by TPCODL whichever is later.
- TPCODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPCODL. The Business Associate is expected to cooperate with TPCODL in making such changes with the aim of overall cost optimization. The revised charges for Meter Reading Cum Spot Billing / Bill Distribution shall be jointly agreed upon between TPCODL and the Business Associate in such a case.
- Performance Bank Guarantee amounting to 5% of the first year contract value shall be submitted by the BA as per GCC for a period equivalent to contract validity period plus one month.
- Unless communicated by TPCODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- TPCODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPCODL.
- All the terms and conditions of TPCODL General Conditions of Contract for Service Orders shall be applicable.

## 7.2 Payment Terms

- 70% payment of reading and collection activity shall be made to BA within 7 days of receipt of duly certified Bills.
- 30% payment after receiving compliance like cash reconciliation statement signed by AFM/DFM, last month incentive if any paid with statement, Site verification report submission in SAP through notification & its status and reading & collection final summary with performance and reason of not read & not paid from division/TL-MBC.

## 7.3 Climate Change

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

## 7.4 Ethics

- 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 GCC attached at Annexure IX for more formation. Any ethical concerns with respect to this tender can be reported to the following e-mail ID: [bharat.chhabra@tpcentralodisha.com](mailto:bharat.chhabra@tpcentralodisha.com)

## 8.0 Specification and standards

As per Annexure II.

## 9.0 General Condition of Contract

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

## 10.0 Safety

As per Annexure IX – Safety Code of Conduct

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

**ANNEXURE I**

























**Price Bid Format for Division 12 - Cutback (CDD-1)**

CDD-1		Prices for Year 1										Prices for Year 2			Prices for Year 3			Total Prices for Year 2, 3 & 4	
Item Description	Division	Quantity	Unit	Unit Rate in \$s.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 1 (\$)	Total All Inclusive Value (\$)( for Year 1 (\$))	Unit Rate in \$s.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 2 (\$)	Total All Inclusive Value (\$)( for Year 2 (\$))	Unit Rate in \$s.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 3 (\$)	Total All Inclusive Value (\$)( for Year 3 (\$))	Total All Inclusive Value (\$)( for Year 2, 3 & 4 (\$))			
<b>1</b>	<b>Door to Door Collection Customers through Mobile Application in BIM</b>																		
1.1	Consumer search for no payment requests from consumer (Prepaid card/ card)	CDD-1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-			
1.2	Consumer search for payment request on file	CDD-1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-			
1.3	Consumer search & payment received through other source (credit/debit/credit/STOLEN/DEBIT etc.)	CDD-1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-			
<b>2</b>	<b>Door to Door Collection Customers through Mobile Application in Non-BIM</b>																		
2.1	Consumer search for no payment requests from consumer (Prepaid card/ card)	CDD-1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-			
2.2	Consumer search & payment received on file	CDD-1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-			
2.3	Consumer search & payment received through other source (credit/debit/credit/STOLEN/DEBIT etc.)	CDD-1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-			
<b>3</b>	<b>Mobile Reading of statements</b>																		
3.1	Mobile Reading & bill of generation	CDD-1	EA	571600	-	-	-	-	-	-	-	-	-	-	-	-			
3.2	Manual Mobile reading for Non - BIM customers	CDD-1	EA	20422	-	-	-	-	-	-	-	-	-	-	-	-			
<b>4</b>	<b>Special Mobile Reading</b>																		
4.1	Special City Unit cases for Use & Disconnection Connections (Lift/Load make Non-Com. Case)	CDD-1	EA	14401	-	-	-	-	-	-	-	-	-	-	-	-			
<b>5</b>	<b>Bill Distribution for Non - BIM Customers</b>																		
5.1	Bill Distribution with electronic payment Application (Disconnection Notice attached with bill)	CDD-1	EA	11441	-	-	-	-	-	-	-	-	-	-	-	-			
5.2	Bill Distribution with electronic payment Application (Disconnection Notice attached with bill)	CDD-1	EA	11441	-	-	-	-	-	-	-	-	-	-	-	-			
5.3	Distribution of any letters, apart from Bill delivery choice letter attached with bill (not consider)	CDD-1	EA	28832	-	-	-	-	-	-	-	-	-	-	-	-			
<b>6</b>	<b>Printing</b>																		
6.1	Color Printing in A4 paper size	CDD-1	EA	1,064	-	-	-	-	-	-	-	-	-	-	-	-			
6.2	Black & White Printing in A4 paper size	CDD-1	EA	1,064	-	-	-	-	-	-	-	-	-	-	-	-			
<b>7</b>	<b>Applying Information Collector</b>																		
7.1	Control / When App Mobile number updates while reading & collection	CDD-1	EA	40793	-	-	-	-	-	-	-	-	-	-	-	-			
<b>Total</b>																			

Note: Line items 1 & 2 not to be quoted as collection in CDD-1 division is totally carried out by TPCDD staff







**Price Bid Format for Division 14, Subcategory (SCOD-1)**

Item	Item Description	Division	Quantity	Unit	Prices for Year 1			Prices for Year 2			Prices for Year 3			Escalation for Year 3, 2024-25
					Unit Rate in Rs.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 1 (INR)	Unit Rate in Rs.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 2 (INR)	Unit Rate in Rs.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 3 (INR)	Total All Inclusive Value (INR for Year 1, 2 & 3)
1	<b>Clear to Drive Collection Customers Through Mobile Applications &amp; SMS</b>	SCOD-1												
1.1	Customer reach but no payment received from customer (mobile capture)	SCOD-1	10	EA										
1.2	Customer reach & payment received through mobile	SCOD-1	10	EA										
1.3	Customer reach & payment received through other source (SMS/IVR/Call Center/APP/NETI etc.)	SCOD-1	10	EA										
2	<b>Clear to Drive Collection Customers Through Mobile Applications to Drive Sales</b>	SCOD-1												
2.1	Customer reach but no payment received from customer (mobile capture)	SCOD-1	10	EA										
2.2	Customer reach & payment received through mobile	SCOD-1	10	EA										
2.3	Customer reach & payment received through other source (SMS/IVR/Call Center/APP/NETI etc.)	SCOD-1	10	EA										
3	<b>Home Reading of Customers</b>	SCOD-1												
3.1	Home Reading & meter ID collection	SCOD-1	10000	EA										
3.2	Home Reading - reading for non-MSM customers	SCOD-1	20000	EA										
4	<b>Smart Meter Reading</b>	SCOD-1												
4.1	Smart Meter Reading - Smart & Bi-directional Connections Under Smart Meter Roll Out - Cash	SCOD-1	10000	EA										
5	<b>All Other Services for Meter - MSM Customers</b>	SCOD-1												
5.1	Bill Distribution with acknowledgement to Regulator (Disconnection Notice attached with bill)	SCOD-1	27000	EA										
5.2	Distribution of any notices apart from Bill delivery (except a Notice attached with bill and cover)	SCOD-1	100000	EA										
6	<b>Support</b>	SCOD-1												
6.1	Printed Printing in all paper size	SCOD-1	10000	EA										
6.2	Black & White Printing in all paper size	SCOD-1	10000	EA										
7	<b>Additional Information Categories</b>	SCOD-1												
7.1	Contact / WhatsApp number collection with reading & collection	SCOD-1	20000	EA										
<b>Total</b>														

Note: Item 1.1 & 2.1 not for quoted as collection in SCOD-1 Division is totally covered out by IFCDD, 100%







**Price Bid Format for Division 22, Balaban**

Item	Item Description	Division	Quantity	Unit	Prices for Year 1			Prices for Year 2			Prices for Year 3			Total All Inclusive Value (Bid for Year 1, 2 & 3) (A+B+C)
					Unit Rate in \$s.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 1 (B)	Unit Rate in \$s.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 2 (B)	Unit Rate in \$s.	Applicable Taxes and Duties	All Inclusive Unit Rate for Year 3 (B)	
<b>1</b>	<b>Door to Door Collection Customers Through Mobile Applications to SIM</b>													
1.1	Customer search for an apartment location from customer desktop application	8402	1	EA										
1.2	Customer search & generate interest request on site	8402	1	EA										
1.3	Customer search & generate request through other source (online/courtesy/RTG/NETT etc.)	8402	1	EA										
<b>2</b>	<b>Door to Door Collection Customers Through Mobile Application to Non-SIM</b>													
2.1	Customer search for an apartment location from customer desktop application	8402	1	EA										
2.2	Customer search & generate interest request on site	8402	1	EA										
2.3	Customer search & generate request through other source (online/courtesy/RTG/NETT etc.)	8402	1	EA										
<b>3</b>	<b>Home Readiness of Customers</b>													
3.1	Home Readiness & Spot-Bid generation	8402	1	EA										
3.2	Home Readiness - Reading for Non-SIM customers	8402	1	EA										
<b>4</b>	<b>Special Offer Reading</b>													
4.1	Special Offer Read - gas, for Use & Disconnected Connections (only Smart meter Non-Covered Cases)	8402	1	EA										
<b>5</b>	<b>Bill Generation for Non-SIM Customers</b>													
5.1	Bill distribution with acknowledgment of Application (disconnection notice attached with bill)	8402	1	EA										
5.2	Distribution of any letters apart from Bill delivery notice (letter attached with bill not consider)	8402	1	EA										
<b>6</b>	<b>Printing</b>													
6.1	Printing (copy to file) paper size	8402	1	EA										
6.2	Blank & White Printing in A4 paper size	8402	1	EA										
<b>7</b>	<b>Additional Information/Collection</b>													
7.1	Content / Upload app mobile number validation with reading & collection	8402	1	EA										

END



**ANNEXURE II**  
**Technical specifications**

**Please refer annexure-VII**



**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:*

<b>S. No.</b>	<b>Clause No.</b>	<b>Tender Clause Details</b>	<b>Details of deviation with justifications</b>

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

**Seal of the Bidder:**

**Signature:**

**Name:**

**ANNEXURE IV**

**Schedule of Commercial Specifications**

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

<b>S. No.</b>	<b>Particulars</b>	<b>Remarks</b>
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:***

## ANNEXURE V

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

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

<b>S. No.</b>	<b>Documents attached</b>	<b>Yes / No / Not Applicable</b>
1	EMD of required value	
2	Tender Fee as mentioned in this RFQ	
3	Company profile/organogram	
4	Signed copy of this RFQ as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	
20	PAN, GST, PF, ESIC (The bidder must have all statutory compliance like valid PAN, GSTN etc. The bidder must submit the copy of all these registrations)	
21	Power of Attorney undertaking (Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder)	

**Annexure VI**

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

***(To be signed and stamped by the bidder)***

In a bid to make our entire procurement process more fair and transparent, TPCODL intends to use the reverse auctions 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 of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out- rightly rejected by TPCODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPCODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPCODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**

## ANNEXURE VII

### SCOPE OF WORK

#### **Rate Contract for Meter Reading cum Spot Billing/ Bill Distribution, Door to Door Collection at TPCODL, Odisha.**

The Bidder has to consider Meter Reading & Door to Door collection as combine and bid. Selected Business Associate is to carry out both activities in division. No separate business associate select for reading & collection in single division.

#### **1. Meter Reading Cum Spot Billing / Bill Distribution Scope of work**

Meter reading cum Spot Billing / Bill Distribution

The scope of work consists of Meter Reading cum Spot billing/Reading of Non SBM Consumers and Bill distribution for non-Spot Billing customers at the premises of the consumers, through the outsourced Business Associate(s). The reading of meters and the spot-billing is to be carried out on monthly as per the schedule given to the Business Associate(s) and as per OERC Code 2019.

The Broad scope of work includes the following:

Meter Reading through android phone and generation of bills on the spot.

- a) The Business Associate(s) has to procure Android Phones, SIM cards with minimum 1.5GB/per day data pack and Impact Bluetooth Printer along with pre-printed Paper Roll stationery (sample format to be collected from TPCODL – HQ) for spot bill printing as per requirement of TPCODL. The minimum specification of Phones/Bluetooth Printer (purchase date should not be older than 1 year and should have in good condition duly verified by user) & Paper Roll used for printing of spot bill is mentioned in Separate Annexure.
- b) Check meter reading and special Site verification need to be done as per sampling plan and submit along with billing cycle & invoice.
- c) Meter Reading of Non-Spot Billing Customer (more than 5Kw, 3-phase) need to be done by the reading agency where more than two registers (KWh, KW, KVAh, KVA, Time of Day (TOD) reading, Non TOD) reading parameters to be captured from meter display in reading application.
- d) Bill Distribution of Non Spot Billing customer.
- e) Any other letter/disconnection notice Distribution to consumer. (No separate cost will be paid for any distribution with bill)
- f) Walking sequence number prepare and update on consumer premise with permanent marker or through paint whichever is suited at field and map all CA/Installation/meter of premises on walking sequence number as one-time activity with GPS coordinates and phone number. Also update new consumer incremental data in to database with walking sequence in excel sheet every month at the end of billing cycle.

#### **Scope of Work in details**

The proposed areas of work together with the deliverables are further elaborated in the following sections. Engineer In-Charge (EIC) may increase or decrease the Consumers based on performance of the Business Associate.

There are 65 Sub divisions and 246 sections across 20 divisions Count of consumers are attached for reference in attachment with tender enquiry as Annexure.

- Bidder require to submit Price bid for all 20 divisions in the attached format in all line items as Annexure - Price Bid.
- Bidder may be allotted a maximum 04 division however beyond 4 divisions decision will be taken by management. Existing BA in same area of operation in TPCODL if qualified through bidding process then preference will be given to BA to allocate same division however final decision will be taken by TPCODL management.

Meter reading activity will be carried out across 20 divisions.

Consumer base mentioned in annexure are as on March'23 for price bid; however, payments shall be made on actual basis.

- It is the responsibility of the selected Business Associate(s) to ensure 100% spot billing (SBM) of active consumers and Non SBM (non spot billing) consumer meter reading of the allotted consumers through OCR (Optical Character Recognition) every month. Spot Billing shall be done for all single-phase domestic, commercial; Public Institution (PI), Kutir Jyoti (KJ) customers as per tariff configured in spot billing application machine and Non Spot Meter reading & bill distribution for more than 5KW load in LT & HT supply category consumer as per tariff order. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPCODL. Bill generation and delivery of bills shall be carried out on the spot for SBM (1-phase) & in Non-Spot Billing consumers, reading capture using Android based phone as per minimum specification refer in bid and bill will be generated at HQ. Bill printing of Non SBM consumers is not in scope of business associates. TPCODL will print Non SBM bills and deliver to circle. Agency can collect Non SBM bills from circle office and section wise distribution through Non SBM reader. 100% distribution is mandatory and capture delivery status in application.
- Business Associate shall be responsible for the following activities in the assigned area for all the allocated consumers:
  - ❖ 100% meter-reading of SBM & Non SBM allotted consumers through online/offline mobile App developed by the TPCODL by capturing key consumption parameters like kWh, KVAh, maximum demand (KW & KVA), power factor etc. as per requirement of tariff category & specify by TPCODL. All parameters together will be considered as single read for a consumer. No separate payment will be done for any addition parameters introduce to capture for billing purpose in future as per tariff order.
  - ❖ Taking a clear photo of Kwh, KVAh, KW-MD, KVA-MD for Meter reading (Billing Parameters) displaying meter number by the meter reader with the help of an inbuilt phone camera of Mobile phones and mobile application shall calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPCODL's authorized format for Energy Bill through impact Bluetooth printer on pre-printed paper roll in SBM category (1-phase) and Bill delivery to each allocated consumer.
  - ❖ In 3-phase Non-SBM category only reading will be taken as per reading registers given for reading in particular tariff category in mobile application for LT-Non SBM and for HT

category if consumer allotted, reading to be submitted in hardcopy as per format given by EIC / HQ along with photo of reading parameters. Hardcopy of printed bill in two lots (1<sup>st</sup> lot by 5<sup>th</sup> day & 2<sup>nd</sup> lot by 10<sup>th</sup> day of each month) will be available at TPCODL - HQ for Non-SBM consumers and agency has to collect it on same day of delivery from HQ and handover to section supervisor in particular division for further distribution of bills with proof of delivery detail captured in bill distribution application (POD app) by same meter readers who did reading in Non-SBM (3-phase) Bill.

- ❖ Bill delivery count for invoice will consider as per delivery entry made in POD application by bill distributor.
- ❖ Agency will also ensure that meter display is periodically cleaned for capturing clear image and for that agency has to provide duster/cotton cloth to each meter reader to clear meter box.
- ❖ Agency also need to provide permanent marker to mentioned installation number on meter box for ease in identifying consumer for reading.
- ❖ Agency also need to provide hard board to capture clear photo in sunlight.

Exclusions: Consumers whose meter reading is done through Prepaid/Smart meter are excluded from the scope of work of the Agencies for Spot Billing during the contract period.

- ❖ Any non-communicate meters will be informed to agency for periodic reading along with normal reading schedule in SBM & Non SBM. This will be treated as special meter reading and can be claimed under special meter reading line item.
- The meter reading, bill generation and bill distribution, shall be conducted sequentially in optimized routes as per existing route cycles.
  - Meter reading agency is responsible for preparing Meter Reading Unit (MRU) wise reading schedule in consultation with TL-MBC to fix reading date in their geographical area as per regulatory guild line. The agency should ensure to adhere reading schedule within +-3 days (means bills days should be between 28 to 32 days). Non SBM reading will start from 25<sup>th</sup> of each month and finish till 4<sup>th</sup> day of subsequent month. (Means reading start from 25<sup>th</sup> Apr & finish till 4<sup>th</sup> May).
  - Solar meter reading is in scope of business associate. Agency need to submit solar reading separately to EIC with all export & import reading parameters with photo reading. This will be treated as special meter reading and can be claimed under special meter reading line item.
  - Meter Reading Agency shall analyse all consumer data base allotted for meter reading to finalize allocation to meter reader as per meter reading schedule and per day output and assign target. Further, any discrepancy found during spot billing shall be suggested for updating in proper MRU/Route by the Agency by bringing neighbouring consumer (Left & Right) in hard copy or through the extra connection option in mobile application.

- The Agency has to ensure correct sequencing of the consumer base in each MRU, this has to be done for each and every MRU allocated to the Agency.
- Connections shall be allocated to the meter readers by the Supervisor. Billing of all allotted consumers must be completed as per reading schedule.
- The Meter reader of the Agency will be required to download the allotted MRU/Consumers data into their Mobile device through online or offline through download file handover to agency by our TL-MBC / divisional billing team which ever mode is feasible. The data would consist of all relevant information for billing.
- Based on download data base for meter reading as per schedule, meter reader appointed by business associate will visit consumer premise and verify consumer details like consumer account number and meter number, take photograph of Kwh reading and capture other relevant details mentioned in mobile application. Meter Reading application validates reading entered by meter reader based on in build logics and give alert if any abnormality found. Meter reader has to enter reading again after cross verification, spot bill generated as per OERC tariff order for TPCODL through Portable Bluetooth printer and handover to consumer.
- Any abnormal/inflated bill shall not be handed over to the consumer and the same shall have to be submitted to the concerned JE-Commerce in Section /TL-MBC at division in soft. The rectified bill has to be served to the consumer by the meter reader within 3 days of rectification.
- The details of irregularities found at the time of meter reading viz., seals tampering, theft, malfunctioning and malpractices adopted by customers should also be recorded and shall be reported to TPCODL from time to time.
- In case of any problem in generating a Consumer's bill through Spot Billing with Mobile device due to any technical / administrative reasons or of un-route consumers, the meter reader shall collect the meter reading from the respective premises of the consumer & submit the same to agency supervisor for further handover to an authorized Discom official for generation of bills & subsequently deliver the bills to the consumers within 3 days of receipt of bill. Proof of receipt of bills by consumer will be mandatory for payment for such cases.
- In case of any short coming noticed in the work i.e. taking wrong reading/meter status/meter reading remark, the Spot Billing Business Associate(s) will be penalized on this account on receipt of the complaint from the customer or TPCODL's staff after due verification by the Engineer whose decision shall be final.
- House lock cases have to be minimized (approaching to zero / as per actual) under assigned area of the meter reader. The following sequence of activities shall be carried out in case of House Lock cases
  - In case of House lock cases detected by the Meter reader in the 1st month, he has to paste Reading Request Intimation (RRI) sticker on consumer premise stating meter reader/Supervisor mobile number for contact and take photograph of the same. After the meter reader completes



reading of all consumers allotted to him, he shall make a second visit during the same month to the house lock cases detected by him during his first visit.

- During the 2nd visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly. In case the status remains house locked, provisional bill shall be generated by the meter reader.
  - Against balance cases of House Lock at least 30% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPCODL in every month.
  - In the next month the meter reader shall try to take actual reading of all pending house lock cases detected in the previous month. If the house is again found locked, then the meter reader shall serve notice to the consumer in prescribed format (by way pasting the notice on the premises) to remain present for meter reading on the date of his planned 2nd visit (during the month).
  - During the 2nd visit of the meter reader if the house continues to remain under lock, the meter reader shall generate provisional billing. However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned team leader meter billing collection (MBC) of the respective Division for issuing disconnection notice to such consumers and subsequent disconnection/termination.
  - Note: No separate remuneration shall be paid to the Business Associate(s) for the 2nd visit and supervisor's visit as proposed above.
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- To adhere OERC regulation, more than 2 times provisional bill should not be generated at site. Business Associate Divisional Manager has to monitor rigorously more than 2 times provisional cases and try to generate normal/actual bill to avoid any future dispute.
  - Meter reader shall do all reading in online mode for continuous synchronization of meter reading data to TPCODL server. In case of any network issue, meter reader can do meter reading activity on offline mode and upload all readings once comes in network. It is the responsibility of business associate to upload all readings daily to TPCODL server without fail. If any loss of data observes, then all meter reader shall bring fresh reading and generate spot bill.
  - Business Associate is responsible to provide sufficient quantity of Mobiles & SIMs with Impact Bluetooth printers, pre-printed paper roll and sufficient monthly internet data pack (1.5 GB per day) as well as suitable GPRS connectivity available in billing area for Spot Billing and revenue collection works as well as required Power Bank (10000MAh) & hardware for upload/download data to/from Mobile phones to meter readers & bill collectors. Rates quoted shall be inclusive of all hardware/consumables required for the work. Basic specification of mobile and printers has been attached as Annexure.
  - It is the responsibility of the Spot Billing Business Associate(s) to generate all exception reports (as desired by TPCODL) like address not found cases, house locked cases, meter faulty cases, no meter cases and any other reasons of not read after completion of monthly reading as monthly performance sheet and inform the concerned authority for necessary action. Site verification report is required from 100% provisional (exception) billed cases.

- The Spot Billing Business Associate(s) shall maintain adequate data security so that no data of TPCODL can be changed or transferred to anybody without prior approval of TPCODL.
- SBM machine Data uploading / downloading to TPCODL system will be on daily basis unless otherwise mutually agreed.
- If the House locked cases are found to be more than 2% of the total consumers billed under a particular Division, then the claim amount for the Spot Billing consumers billed under House Lock over and above 2% shall not be paid.
- In case of average billing (due to defective meter or in case no meter) the supervisor of the Business Associate(s) shall verify 100% of such consumers in a month and shall submit report to concerned JE-Commerce in Section as well as Team Lead - Meter Billing Collection (MBC) of the respective Division on monthly basis. However, 100% Site verification report (SVR) must be submitted to section through notification process in SAP.
- It is the sole responsibility of the Spot Billing Agency to maintain the Mobile device along with Bluetooth printer. If Mobile device / Printer cannot be repaired, the same has to be replaced immediately with working hardware of same make and model by the Agency at their own cost, for which buffer stock as 10% of total quantity of mobile phones/Bluetooth printer/paper roll shall be maintained at Section/Sub-division level.
- Any expenses incurred including manpower and other incidental expenses, if any, shall be borne by the Spot Billing Agency.
- Business Associate to ensure that sufficient mobility modes are available for their supervisors & meter readers for ensuring 100% spot billing of all consumers. Monthly transport/fuel expenses for the same shall be borne by the Agency.
- Spot billing Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at different level. (Sub Division, Section Level)
- Business Associate shall deploy one supervisor at each section level (minimum qualification is Diploma holder) having more than 5 years of experience in monitoring of meter reading, billing, collection activities. He shall be overall responsible for all three activities mentioned above and closely co-ordinate with TPCODL section JE for achieving target set for section in reduction of provisional billing & revenue collection.
- All Meter Readers deployed by the Spot Billing Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 10<sup>th</sup> Pass) and trained for the job intended to be performed by them. The persons to be deputed for meter reading/billing should not be less than 20 years of age.
- The personnel should understand local language (Oriya) and in addition should have working knowledge of English & Hindi and so as to interact with customers.

- The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
- Business Associate to also provide a list of untraceable consumers to JE-Commerce or TL-MBC of concerned Discom personal within 60 days from the date of start of work. List provided by agency to be traced by JE-Commerce/Section staff within 30 days. In this regards, meter readers & supervisor of agency will closely work with JE-Commerce/Section Officer /TL-MBC for conclusion.
- Business Associate shall assist the Discom Officials to ensure that issues pertaining to Reading Quality Check (RQC – Implausible cases i.e. high & low consumption & wrong reading remark) & Bill Quality Check (BQC – Out sort i.e. high amount bill, high slab bill, negative amount bill etc.) are resolved before the next billing cycle & such consumers are brought into the downloadable consumer base in the subsequent month.
- Downloadable consumer count shall be the total allotted consumer base for the agency (excl. permanently disconnected consumers) & same shall be considered while evaluating the performance of the Agency.
- Identity Card, Cap, Uniform (2 sets of only shirts with pockets), Bag (one in nos.) with logo is to be issued to all Meter - Readers of the Agency to induce the feeling of belongingness & to build trust amongst consumers. ID cards provided to meter readers/supervisors must be duly signed by the TL-MBC/ or equivalent authority of concerned division/BA Legal Cell at HQ and the Authorised signatory of the agency so that they may not face any difficulty in carrying out the works as per the requirement of this tender. No Meter reader/supervisor/Divisional Project Manager is to work without an Identity Card. Cost of all items will be borne by agency. ID card will be issued from TPCODL after submitting necessary document with suitable charges applicable by TPCODL BA cell.
- Business Associate shall ensure deputation of all manpower (Project Divisional Manager/ HR executive/ Supervisor/ KPO/ Meter Readers) well before start of work and submit a work plan indicating, Spot billing schedule.
- Business Associate shall prepare spot billing schedule for LT consumers in consulting with TL-MBC/HQ – RCM covered under their scope and get it approved by the concerned EIC before start of Spot Billing works. The schedule approved by the respective EIC of the division shall be strictly followed for spot billing purpose during each month.
- Any Individuals including blacklisted meter reader/bill collector terminated from any Govt./Pvt. organisation due to any reason but not limited to Non-Performance, shall not be deputed for any activity under the scope of this tender.
- Discom has the right to direct the Agency to change any individual deputed by it to carry out works under the scope of this tender, in case there are sufficient reasons to believe that action(s) of the individual has hampered the works under the scope of this tender, and not just limited to Spot Billing and revenue collection. The Agency shall comply with the instructions within 15 working days from the date of receipt of such instructions from the Concerned Electrical Executive Engineer/EIC.

- The Agency is responsible for solving administrative dispute at field level for smooth functioning of day to day activities and such issues report to the respective EXECUTIVE ENGINEER/TL-MBC/TL-MBC/JM-Commerce (Supply) of Electric Supply Divisions/Sub-division/Section. EXECUTIVE ENGINEER of division will help in this regards for any Administrative Problem during execution of the job. BA is to pay penalty for loss of work due to the aforesaid issue.
- It is the responsibility of agency to deal with local Industrial Relationship (IR) issues arise. In case, any support is required then EIC/Divisional manager/HO HR team may be consulted.
- Business Associates is responsible for specific meter reading training for all meter readers to fulfil TPCODL requirement in capturing details from field for improving billing. Attendance of training shall be provided to TPCODL at the time of invoice submission.
- A signed copy of MIS report in a prescribed Performa (or as modified from time to time) shall be submitted by the Spot Billing Agency as and when required.
- TPCODL will carry out independent checks, as required.
- Besides meter reading work, TPCODL may ask the Business Associate(s) to provide some additional services related to the consumer service. All such services will be separately paid on mutually agreed rates.

**Establishment, Data Compilations and Reports:**

- Spot Billing Business Associate(s) shall set up 1 no. (one) of office establishments in each sub-division preferably near TPCODL office with Computers, Printers, Scanner and other office requirements with internet connectivity to do the meter reading/collection operation for each allocated Divisions.
- Spot Billing Business Associates would have to establish 1 no. (one) of official set ups main office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the overall project.
- Spot Billing Business Associate(s) would engage an experienced Divisional Project Engineer/Manager (minimum qualification – mentioned separately) to report to nodal officer.
- Business Associate would engage an experienced Project In-Charge (minimum qualification - minimum qualification – mentioned separately) to look after overall project (meter reading of SBM, NON SBM, Collection) and nodal officer from BA to interact with higher management of TPCODL.
- Business Associate would engage an experienced one HR Executive per agency (minimum qualification - minimum qualification – mentioned separately) to look after BA legal compliance – ESI, PF, Minimum Wages, Salary Slip preparation, ID cards etc. of employee's recruit by agency in meter reading, Collection.

- Business Associate would engage an experienced Industrial Relationship (IR) Executive (minimum qualification - mentioned separately) for resolving IR related issue to avoid any kind of future problem in carried out MBC activities.
- Business Associate is responsible for arranging mobile phones, SIM cards with sufficient data pack (1.5 GB / day) as per TPCODL needs, Bluetooth portable impact printer & pre-printed paper roll and other stationary require for office establishment. All cost should be considered in financial costing.
- Downloading & merging of data files from Spot Billing Machines on to the base computer system.
- Performing validation checks to ensure through
  - Completion of data
  - Correctness of data format
- Uploading the meter-reading & billing data to the central billing database server online / offline at Division/Sub Division/Section Level.
- All reports as defined in TPCODL format, that are to be prepared as per the defined roles & responsibilities of the Supervisors & Project managers, must be submitted to the TL-MBC/Discom along with the monthly invoice without fail in soft as well as hard.
- **Monitoring Mechanism:**
  - Day to day monitoring of the MBC activities by the supervisor
  - Weekly performance report must be sent to each meter reader and bill collector by BA project manager vs. target.
  - Monthly performance report to be given to each meter reader and bill collector by BA project manager vs. target with a copy to HO/HR and RCM team.
  - Issuance of letter to poor performers for improving their performance and further action thereon.
- Business Associate shall report the following exceptions separately to the JE-Commerce/TL-MBC with copy to CSM/HOG Commercial in Circle & EXECUTIVE ENGINEER of the concerned Electric Supply Division, designated person in RCM Department on monthly basis or as and when required by the Sub-division/Division Revenue officer. (In hard as well as soft copy)
  - Consumers billed on Premises locked status
  - Consumers billed on defective meters/burnt meter/stopped meter.
  - Bills of meter with seals broken, Glass broken, Meter Burnt.
  - Consumer bills with meter number not matching the meter number installed at site.
  - Untraceable consumer cases (example; connections in data base but, never billed and paid for by consumer).
  - Consumers whose meter is not easily accessible in respect of height and location with meter installed inside the premise.
  - In few other case/reports as and when required during the contract period.

## **Security of Data**

The Spot Billing Business Associate(s) shall describe approach and methodology in:

- By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including Authorization,
- Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution
- In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack
- In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised,
- Securing the relevant infrastructure and integrating with existing TPCODL infrastructure security including network perimeter defences, server security, and data infrastructure security.
- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

## **Responsibility Matrix:**

**TPCODL will provide the following information:**

- Identify a Core Team of Officers for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior. Not to be reproduced without prior written permission of TPCODL officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- The Core Team will coordinate interactions with Billing/IT departments as well as the Technical departments in the matters of providing necessary data; acquire relevant authorizations and other administrative assistance. The primary information requirements shall be the following.
  - Commercial and Revenue Information:
  - Billing and collection databases of consumers for past.
- Identify appropriate officers to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate(s).
- Nominate two staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
- Provide necessary road permits /waybill to the successful bidder as and when required by them.

## **Business Associates Responsibilities:**

- The Business Associate(s) shall open a co -ordination office. Submit a Weekly report to the Nodal Officer. Discom can call project co-ordinator for immediate discussions / provide clarifications and decision-making support when needed.
- The Business Associate shall open office at each sub-division level as mentioned in establishment section.
- The Business Associate(s) will have to furnish the meter reading programme along with the name of meter-reader prior to starting the reading in a particular designated area by 1<sup>st</sup> of each month.
- The Business Associate(s) shall not undertake distribution of any other advertisements, pamphlets, etc. along with the electricity bills unless it is authorised by Engineer of Contract.

- The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the.
  - Number of slippage in schedule – with respect to both meter-readings and bill-distribution.
  - Number of errors in recording readings
  - Number of complaints registered against the outsourced Business Associate personnel by consumers.
  - The Business Associate(s) shall also specify the particulars of personnel deployed by him.
  - While TPCODL would welcome the usage of newer technologies such as Optical character read (OCR) for recording meter-readings, Bidder shall not charge for the extra time and cost involved. 100% reading through OCR application to be ensured by BA.
  - The personnel engaged by the Business Associate(s) shall be deemed always as their employees and the TPCODL is not concerned with their engagement conditions and the remuneration. However, business associate is mandatorily fulfilling statutory compliance of minimum wages, PF, leave, ESI etc. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPCODL at any time and furnish the same to TPCODL before commencing the Contract.
  - It is the responsibility of business associate to give monthly salary slip to all his personals recruited. Salary of all staff must disburse on or before 7<sup>th</sup> of every month.
- The meter readings along with the meter status, nature of premises, status of the service and condition of the seals should be furnished to the concerned for scrutiny. The Business Associate(s) is responsible for reporting the correct category of the consumer.
- In case of consumer continuously read historically, there shall not be any exceptions like, “Door lock” until & unless genuine reason verify by EIC. In such a case, the Business Associate(s) is expected to report on a daily basis.
- Meter readings of a consumer shall be taken on the fixed date as specified in OERC regulation (may change from time to time) and any deviation of meter reading date will attract penalties.
- The Meter Reader should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, slab, any provisional adjustment etc. All such doubts will be shared by agency to TL-MBC/HQ monthly.
- In case bills could not be delivered to the consumer premises, the bill-distributor should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) on a per-day basis.
- In order to ensure that there are no defaults in the bill-distribution process, TPCODL would want customer acknowledgements in 100% bill as Proof of Delivery (POD) with sign & mobile number.
- The Business Associate(s) shall employ such persons with minimum qualification with working knowledge of electrical meters. They should be, in sufficient number to complete the work within the stipulated time-frame.

- Business Associate(s) will bring clear & visible photographs for all reading & exceptional cases like meter faulty, abnormal reading, disconnected or any other remark as defined by EIC.
- Business Associate(s) shall arrange meter reading through portable ladder where meter is installed at height. At least a ladder should be available on each location.
- Business Associate(s) shall provide Uniform ((2 sets of only shirts with pockets), Gum Boots, Umbrella and Rain Coat to BA Staff.
- Business Associate(s) shall arrange Meter Cleaning once in Quarter for Effective OCR.
- Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- Business Associate(s) shall arrange and help in Redefining of walking sequence. Marking of walking sequence every connection on site within 3 billing cycle on consumer premise wall through permanent marker and update in database.
- Business Associate(s) shall arrange to be ensured Quarterly Health Check-up for related to Medical Fitness + Eye sight from Govt. authorised centre.
- Business Associate(s) shall support in Continuous Updating of Database from feedback received from Site.
- The Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- It is recommended that In-Charge of Business Associate(s) should perform the 1st level of filtration, so as to remove all the trivial cases. Given the volume of data to be inspected, TPCODL would recommend a team of one supervisor in each section to monitor meter-reader's performance and day to day activities. However, depending on the number of consumers and meter-readers, the Business Associate(s) might have to appoint more than one supervisor per section.
- TPCODL would not consider cases of "Address Not Traceable" as a valid excuse for missing meter-readings. Unless, the Business Associate(s) is able to establish its case before the concerned JE-Commerce/TL-MBC, TPCODL'S staff, penalties would be imposed accordingly.
- During the course of the engagement, TPCODL not is liable for any injuries occurring to the Business Associate(s)'s staff during meter-reading and bill distribution.
- Moreover, TPCODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- If the work entrusted is not proper and to the satisfaction of TPCODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of



the concerned Division/HOD-RCM. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one month's notice.

- In case, the Business Associate(s) desires to discontinue the work from its end, three month's advance notice shall be served.
- Any additional information related to the spot billing required by the TPCODL should be furnished as instructed from time to time.
- It is advised to do Monthly R&R by Business Associates with necessary arrangements to motivate the Field staff and eligibility criteria would decide after awarding contract to surpass base performance/outstanding performance in improving billing.
- On the receipt of written complaint from TPCODL, the Business Associate(s) shall remove any particular meter reader within a month of receipt of such complaint.
- All wrong reading, none delivery of bill, reading not taken, provisional billing complaints received from consumer through SAP to be solved by BA and give compliance.

#### **Cross Area Checking**

Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC only. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPCODL area and will not be limited to the Division allocated to the Business Associate(s). The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading Activity and following logic to be used to consider the Normal Meter Reading / Special Meter reading for payment purpose. Cases which shall not be given to the Business Associate(s) in bulk quantity would be referred as Special Meter Reading. Below table indicates the limit of no. of cases, based on which division is made. Changes can be made in the limits of the no. of cases & selecting.

#### **Assumptions & Consideration:**

- ❖ Tentative Consumer Count given in below sheet is excluding SHG Consumers and considering consumer growth of 0.27% of total consumer base i.e. 6250 Per month.
- ❖ As TPCODL area is mix of Urban & Rural belt and > 80% geographical area is rural so based on Area Sq. and density of consumers per Sq. Kms, we have divided the area into 3 categories as Town/Urban (T/U), Rural-I(G1) and Rural- II (interior rural) (G2). Based on segregation, consumer base per meter reader cum collector will be fix for combine reading & collection work after issuing of contract & discuss with EIC. However, in few areas where only reading is to be carried out by agency and collection by WSHG in that case consumer base for reading meter reading & collection is different. Moreover, reading coverage must be 100%. (current performance of Mar'23 is 99% in active consumer base)

Sr.No.	Division code	Division Name	No. of Sub-Division	No. of Section	Total No. of Consumers (Monthly)	Total No. of Consumers (Annually)	Rural Category	Rural Consumers	Urban Consumers
1	BAED	Balugaon	2	10	66189	794268	G2	59570	6619
2	NYD	Nayagarh	4	16	31060	372720	T	0	31060
3	TED	Chainpal	4	14	143179	1718148	G2	138884	4295
4	AnED	Angul	3	10	161437	1937244	G2	132378	29059
5	AED	Athagarh	2	8	113932	1367184	G2	111653	2279
6	DED	Dhenkanal	4	16	191188	2294256	G2	172069	19119
7	CED	Cuttack	4	12	140646	1687752	G2	136427	4219
8	CDD-1	Cuttack	4	14	81405	976860	T	0	81405
9	CDD-2	Cuttack	3	10	80019	960228	T	24806	55213
10	SED	Salipur	3	10	109944	1319328	G2	107745	2199
11	BCDD-1	BBSR	3	12	58702	704424	T	0	58702
12	NED	Nimapara	3	12	175503	2106036	G2	168483	7020
13	BCDD-2	BBSR	3	13	182045	2184540	T	27307	154738
14	BED	BBSR	2	12	125910	1510920	T	20146	105764
15	PED	Puri	4	17	164656	1975872	G1	111966	52690
16	KHD	Khorda	5	18	181147	2173764	G1	144918	36229
17	KED1	Kendrapara	4	18	203356	2440272	G1	168785	34571
18	KED2	Marshaghai	2	7	95822	1149864	G1	93906	1916
19	PDP	Paradeep	3	8	106559	1278708	G1	98034	8525
20	JED	Jagatsinghpur	3	9	133606	1603272	G1	96196	37410
	<b>Total</b>		<b>65</b>	<b>246</b>	<b>2546305</b>	<b>30555660</b>		<b>1813273</b>	<b>733032</b>

Above table shows tentative active consumer base (ref. Mar'23 reading count) excluding woman self-help group (WSHG of 2.35 Lac) consider for Spot Meter Reading. WSHG working in different division in reading activities detail shown in below table. The 25,46,305 monthly SBM Reading count is excluding 2,35,192 WSHG count so you may consider 25.46 Lac for reading count in your costing.

Division Name	Division Code	Existing SHG consumer base for reading in division
Balugaon	BAED	43868
Bhubaneswar	BED	10438
Nayagarh	NYD	168285
Puri	PED	12601
	<b>Grand Total</b>	<b>235192 (2.35 Lac)</b>

WSHG future implementation plan is to be taken from HQ/Division after allotment of division and any reduction in business associate consumer base will be effective after one month of communication and accordingly manpower can be changed. The WSHG deployment plan for various section along with consumer base has been enclose as annexure for ref. In case WSHG is not being deployed due to any reason the same work of such area will be carried out by the BA.

Bidder is requested to give costing base on this assumption. Minimum manpower requirement is given in separate section in bid. Overall one project in-charge & HR executive to be appointed by business associate look after complete project & BA legal issue.

**Non – SBM database:**

- ❖ Assumptions of No. of 3-phase Meter read per Meter reader based on Areas / New activities in Non – Spot Reading (Non SBM) category considering all allotted consumers to be read within 10 days & bill

distribution within 3 days from handover to meter readers and then engage in collection. Current performance in reading in Non-SBM (3-phase) scatter consumers are 30 reading per day in Urban(T), 25 reading per day in Rural (G1), 20 reading per day in Internal Rural (G2).

Sr.No.	Divisions	Division Name	Sub-Division	Section	Total No. of Consumers (Monthly) considering g.growth	Total No. of Consumers (Annually)	Area Category	Meter Reader cum bill collector	No of Non SBM Supervisor Require
1	BAED	Balugaon	2	10	2016	24192	G2	11	1
2	NYD	Nayagarh	4	16	4844	58128	T	17	1
3	TED	Chainpal	4	14	3221	38651	G1	14	1
4	AnED	Angul	3	10	5325	63897	G1	22	1
5	AED	Athagarh	2	8	1650	19792	G2	10	1
6	DED	Dhenkanal	4	16	4806	57667	G1	20	1
7	CED	Cuttack	4	12	4039	48468	G2	21	1
8	CDD-1	Cuttack	4	14	1702	20423	T	6	1
9	CDD-2	Cuttack	3	10	2146	25743	T	9	1
10	SED	Salipur	3	10	1838	22047	G2	10	1
11	BCDD-1	BBSR	3	12	2166	25986	T	8	1
12	NED	Nimapara	3	12	6040	72478	G2	30	1
13	BCDD-2	BBSR	3	13	4021	48250	T	16	1
14	BED	BBSR	2	12	5336	64030	T	20	1
15	PED	Puri	4	17	3810	45717	G2	18	1
16	KHD	Khorda	5	18	5000	59994	G1	20	1
17	KED1	Kendrapara	4	18	2372	28458	G2	12	1
18	KED2	Marshaghai	2	7	751	9006	G1	4	1
19	PDP	Paradeep	3	8	865	10375	G2	5	1
20	JED	Jagatsinghpur	3	9	2179	26143	G2	11	1
	<b>Total</b>		<b>65</b>	<b>246</b>	<b>64127</b>	<b>769445</b>	<b>0</b>	<b>284</b>	<b>20</b>

Meter Reader appointed for Non SBM (3-phase, TOD/NON TOD) consumer reading should have knowledge of different meter reading parameters and having experience of taking 3-phase reading. 100% NON SBM consumer reading coverage is considered. Meter readers & Supervisors are separate for NON SBM. It should not be clubbed with SBM. However, after completion of NON SBM reading & bill distribution, collection, manpower can utilize in any activities as per direction of project engineer.

Average Reading & Collection Performance per month as on date						
Consumer TYPE	SBM			Remark	NSBM	Remark (start on 25 <sup>th</sup> day & close on 5 <sup>th</sup> day of next month)
	Reading	Collection	Combine Reading + Collection		Reading + Bill Distribution + Collection	
Urban (T/U)	2250	1200	800	Reading start from 3rd day of each month & close on 22nd)	300	(10 days reading + 3 days bill distribution + remaining days for collection)
Rural (G1)	1875	1100	750		250	
Internal Part of Rural (G2)	1500	1000	700		200	

- Every month, division wise provisional reading (not read & house lock cases) reduction target will be provided from RCM department, HQ to each agency before start of reading.

The provisional billing target calculation:

$$\text{Provisional billing Target in \%} = \frac{\text{No. of provisional reading (excl. faulty/No meter)}}{\text{Total no. of live consumer base given for reading}}$$

If agency fails in achieving monthly target of reduction of provisional reading (Not Read & House Lock), then penalty will be applicable as given in penalty section.

- Incentive & Penalties will be computed separately for each collection & reading as per rate quoted in SBM & Non SBM category.
- Maximum penalty under all clauses above shall be limited to 10% of monthly billing charges.
- All penalties would be deducted from the monthly-bill payment made to the Agency. In case of payment has been made against the monthly bill and subsequently detected wrong billing then the penalty shall be deducted in the current monthly bill.
- The Engineer In charge of the concerned Divisional Office / HOD – RCM is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved, then it can approach the Head Office TPCODL for adjudication.
- All monthly bill will be submitted to TL-MBC in division office and it is the responsibility of TL-MBC & EIC to clear bill within 2 days from division office. If performance checked from HQ then invoice can be raised directly to HQ in RCM department.

**New Process to follow:**

- RCM team extract reading & collection quantities from SAP & forward to BA to raise invoice in HQ and Division by 5<sup>th</sup> of each month separately. One copy of invoice submit at HQ to Head/HOD – RCM to verify & certify 100% qty and approve to do the SES at HQ and forward invoice to BIRD for payment.
- Finance will release 70% payment on 3rd day from SES release date and hold remaining 30% amount in system as per new payment terms created (70%-30%).
- Rest 30% payment shall be released subject to verification & certification of invoice submitted at division supported with performance documents & compliance by TL-MBC/EIC in division after deducting amount for non – compliance of performance measurement criteria mentioned in agreement. All bills shall be submitted to concern Engineer-In-Charge of division and HQ each month. This would be verified by TL-MBC/HQ maximum in 2 days and reach to TPCODL – HQ in RCM department for payment after deducting amount for non- compliance as listed in Scope of Work / Service Level Agreement.
- Existing BA in the existing area will not get any benefit of waive off penalty. First month will be considered as stabilization period for New BA in new area. No penalty will be imposed in first month. However, any BA achieve their monthly target then eligible for incentive during this period.

### Android Mobile Phone Device Minimum Configuration

- 4G/5G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone): HD resolution
- Display Size: Preferred 6" (mobile phone)
- OS Support: Android version 10 or above
- Internal Memory: Minimum 64GB storage and 4 GB RAM (For Mobile)
- 1.8 GHz Octacore or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Real Camera 48 MP & 8 MP front camera mandatory with QR scanning, OCR scanning or photo uploading feature are required
- Battery: 5000 mAh Fast charging Support of minimum 8+ hrs. of talk time

### Technical Specification of Impact /Dot matrix printer with ribbon cartridge

Parameter	Specification
Print Technology	Impact (dot matrix printing)
Resolution	44 English/odia character/line
Paper Width/Thickness	58 mm / 0.06 to 0.085 mm
Interface	802.11a/b/g/n & Bluetooth 3.0 or above
Print Speed	5.5 lines/sec or higher (45 mm/s)
Dot Structure	240 dots/line
Effective Printing Width	48 mm
Power	Min. 18 hour run on full charge
Battery Requirement	3000mAh or higher
Fast Charging	Yes (in 1 hours)
Power Saving	Yes
Operating Temperature	10 to 50° C
Humidity	10 – 90% RH
Printing Colour	Black/Colour
Supported OS	Mobile iOS, Android and Windows(Vendor to provide drivers for supporting all the required OS)
Connectivity	Bluetooth 4.0, WIFI and NFC(optional), RS232 Interface
CATRIDGES	Ribbon Cartridges require
ROM	64 MB or more
LED Indicators	Battery Charge Level, Power Status, Bluetooth Status
Device Weight	400g or below including roll
Charger	Suitable USB Charger with Cable
Bag	Suitable bag for hanging purpose for printer with belt
Language Support	English, Odia
Printer Software/SDK	Require to submit to TPCODL IT team for integration with APK
Self-Testing Provision	Yes
Paper Cut Method	Manual Tear off

### Technical Specification of Paper:

- 75 GSM Pre-Printed Paper (quality to be shown to HQ before procurement)

## **2. Rate Contract for Door to Door Payment Collection**

### **Scope of Work & Service Level Agreement**

Bidder has to fill quotations for all 20 nos. of divisions mentioned in tender enquiry contract. The scope of work consists of Door to door Collection for customers at the premises of the consumers, through the outsourced Business Associate(s). The Collection is to be carried out on monthly basis as per the schedule given to the Business Associate(s) by TPCODL.

Business Associate will be responsible for 100% Current Demand Collection to be ensured through 100% coverage of cases through multiple knocking, arranging camp at Gram Panchayat (GP), Announcements & mobile cash collection van etc.

#### **The scope of work includes the following:**

Door to Door Collection through android phone as per schedule.

The Business Associate(s) has to procure android phones and Bluetooth printer along with stationery for receipt printing as per requirement of TPCODL. The minimum specification of Phones is mentioned under the heading of Android Device Minimum Configuration.

The software will be provided by TPCODL for Door to door Collection for these activities need to be procured by business associates.

#### **The scope of work includes the following:**

Door to Door Collection through android phone as per schedule.

- Door to Door Collection through android phone as per schedule and through Money receipt in case any emergency if application is not at all work. Prior approval from EIC/Executive Engineer is to be taken for using of Money Receipt.
- The Business Associate(s) has to procure android phones and Bluetooth Printer-Impact along with pre-printed stationery for receipt printing as per requirement of TPCODL. The minimum specification of Phones is mentioned under the heading of Android Device Minimum Configuration.
- The software will be provided by TPCODL for Door to door Collection for these activities.
- TPCODL reserves the right to change the number of Customers in any division, (if required) considered in the contract /during the contract period. In case e.g. wherever new SHG deployed in course of period of contract, TPCODL will give information before 30 days.
- Business associate has to ensure 100% current demand each month and for that if require necessary disconnection requirement information to be given to TPCODL section JE electrical/Commerce in one day advance in prescribe format decided by EIC/Divisional team.
- The coordination with TPCODL DC squad must be carried out by BA supervisor & BA project manager for effective credit control activities.
- Door to door Collection shall be conducted sequentially in optimized routes as per existing route cycles by adopting virtual – wallet system in cash collection.

- In case of any short coming noticed in the work, the Door to Door Collection Business Associate(s) will be penalized on this account on receipt of the complaint from the customer or TPCODL's staff after due verification by the Engineer whose decision shall be final.
- It is the responsibility of the Cash Collection Business Associate(s) to make the data available at each division for data updating into the Cash collection application on time. The data thus supplied would then be uploaded by TPCODL own personnel.
- It is the responsibility of the Cash Collection Business Associate(s) to generate all exception reports (as desired by TPCODL) and inform the concerned authority for necessary action in written and on mail.
- It is the responsibility of the Cash Collection Business Associate(s) to submit the Cash into designated Bank account of TPCODL within 48 hrs of cash collected and any loss incurred in transit has to borne with the Business Associates in case of virtual - wallet system is failed.
- It is the responsibility of the Cash Collection Business Associate(s) to submit the cheques & Demand draft into Bank account of the TPCODL/at Division office as per instruction given by EIC and any loss incurred in transit has to borne with the Business associates. Report to be provided daily to Revenue Section/Finance & Copy to TL-MBC/EIC.
- It is the responsibility of the Cash Collection Business Associate(s) in case cheques collected bounces back and same shall be returned to party and take Demand Draft from consumer.
- The Door to Door Collection Business Associate(s) shall maintain adequate data security so that no data of TPCODL can be changed or transferred to anybody without prior approval of TPCODL.
- It is the responsibility of the Cash Collection Business Associate(s) to report daily at the end of day cash collection status in standard format indicating overall cash collection in Division, Sub-Division, Section, Route & Bill collector wise.
- In case any wrong money receipt generated by bill collector then it is to be corrected through division office supported by written application from individual bill collector after taking concern from consumer. Necessary document like consumer ID proof & signed application is required for correction in wrong money receipt.
- TPCODL will make payment as per money receipt given to consumer as per mobile application by the Door to Door Collection based on GPS co-ordinates. No duplicate/Multiple money receipt will be considered for payment. Unique transaction will be considered for payment. All source of payment will be considered from allotted consumer for collections (max.30% allowed through other source to give buffer to collector's effort with condition BA has to visit premise & capture detail in collection application with transaction detail). Continuous Online paid consumers will be excluded from allocation.
- TPCODL will make payment against touch to consumer in following scenario:

- Consumer touch & capture reason for not paid in mobile application
  - Consumer touch & get payment & generate receipt on site
  - Consumer touch & payment received through other source (online/counter/RTGS/NEFT etc.)
- Door to Door Collection Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at different level.
  - Bill Collector deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 10<sup>th</sup> Pass) apart from meter readers (where reading & collection is separate activities as decided by EIC/Divisional Manager after duly concern from HQ) trained for the job intended to be performed by them. The persons to be deputed for Collection should not be less than 20 years of age. 10<sup>th</sup> Mark sheet & qualification certificate will be verified by TL-MBC. Minimum manpower requirement is mentioned separately.
  - Business Associate shall deploy one common supervisor (SBM activity – reading, collection) at each section level to monitor reading, collection (minimum qualification is Diploma holder) having more than 5 years of experience in monitoring of meter reading, collection. Minimum requirement is mentioned separately. Interview of each selected supervisor will be taken by TL-MBC/Executive Engineer for cross checking working ability and after concern, suitable recruitment to be done. He shall be overall responsible for reading, collection activities and closely co-ordinate with TPCODL section JE/SDO/TL-MBC for achieving target set for section in revenue collection.
  - Business Associate is required to engage 2 nos. of key punching operator (KPO), well versed with Excel sheet, for day to day working on compute for preparing MIS, House Locked Notice reconciliation & storing of photograph of meter reading of daily in sharing folder (TPCODL). Minimum requirement is mentioned separately. KPO will do quality check especially for house lock cases of photograph taken by meter readers and share report to TL-MBC/HQ daily. calling & non-paying/paying consumer data sharing with field staff/TPCODL JM-Commerce/TL-MBC/SDO. One KPO will be posted at Divisional office and support to TL-MBC. Seating will be with TL-MBC as supporting staff for all MBC activities including RQC/BQC/Photo validation & site coordination. Another KPO will be place at BA preferred location.
  - Business Associate(s) would engage an experienced One no. of Project Engineer/Project divisional Manager per division (minimum qualification – mentioned separately) who will look after reading of SBM/NON SBM, bill distribution, door to door collection activities of one division and report to nodal officer/TL-MBC/EIC. Common for all activities under division.
  - Business Associate would engage an experienced One no. of Project In-Charge (minimum qualification - minimum qualification – mentioned separately) for entire project to look after overall project (meter reading of SBM, NON SBM, Collection) and nodal officer from BA to interact with higher management of TPCODL for ensuring 100% meter reading, collection & arrear collection target is achieved.
  - Business Associate would engage an experienced One HR Executive per agency (minimum qualification - minimum qualification – mentioned separately) for entire project to look after BA legal



compliance – ESI, PF, Minimum Wages, Salary Slip preparation, ID cards etc. of employee's recruit by agency in meter reading, Collection.

- Business Associate would engage One Cashier per sub-division (minimum qualification – mentioned separately) who will collect cash from each sections of their sub-division not exceeding more than 2 days and deposit to designated bank /power Jyoti account (detail given by TPCODL division/HQ) and share detail to BA divisional manager & AFM/DFM of division. Also ensure the reconciliation of cash collected in close co-ordination with AFM/DFM in division. Penalty for not depositing / reconciliation of amount within 48 hrs. All efforts to be made by BA to ensure 100%
- Business Associate would engage One SAP-MIS Expert per agency (minimum qualification – mentioned in separately) who will be placed at TPCODL HQ for different MIS purpose & close co-ordination with BA-DM & field supervisor and generate desire report as asked by Head – RCM. They will work in SAP-ISU for resolution of wrong reading complaints as well as penalty data verification & its correction.
- Identity Card, Uniform (2 sets of only shirts with pockets), Cap (Two Set), Bag (one in nos.) with logo appropriate quality shall be issued to all Meter – Readers/Bill collector of the Agency to induce the feeling of belongingness & to build trust amongst consumers. ID cards provided to meter readers/supervisors must be duly signed by the TL-MBC/ or equivalent authority of concerned division/BA Legal Cell at HQ and the Authorised signatory of the agency so that they may not face any difficulty in carrying out the works as per the requirement of this tender. No Meter reader/supervisor/Divisional Project Manager is to work without an Identity Card. Cost of all items will be borne by agency.
- It is the sole responsibility of the Agency to maintain the Mobile device along with Bluetooth printer. If Mobile device / Printer cannot be repaired, the same has to be replaced immediately with working hardware of same make and model by the Agency at their own cost, for which buffer stock as 10% of total quantity of mobile phones/Bluetooth printer/cartridge paper roll shall be maintained at Section/Sub-division level.
- Business Associate shall ensure deputation of all manpower (Project Manager/ HR executive/ Supervisor/ KPO/ Accountant cum Cashier/Bill Collector) well before start of work and submit a work plan indicating, Spot billing schedule.
- Any Individuals including blacklisted meter reader/bill collector terminated from any Govt./Pvt. organisation due to any reason but not limited to Non-Performance, shall not be deputed for any activity under the scope of this tender.
- TPCODL has the right to direct the Agency to change any individual deputed by it to carry out works under the scope of this tender, in case there are sufficient reasons to believe that action(s) of the individual has hampered the works under the scope of this tender, and not just limited to Spot Billing and revenue collection. The Agency shall comply with the instructions within 15 working days from the date of receipt of such instructions from the Concerned Electrical Executive Engineer/EIC.

- The Agency is responsible for solving administrative dispute at field level for smooth functioning of day to day activities and such issues report to the respective EXECUTIVE ENGINEER/TL-MBC/TL-MBC/JM-Commerce (Supply) of Electric Supply Divisions/Sub-division/Section. EXECUTIVE ENGINEER of division will help in this regards for any Administrative Problem during execution of the job.
- It is the responsibility of agency to resolve the local Industrial Relationship (IR) issues/other dispute if any so that normal day to day work is not affected.
- Business Associates is responsible for specific Bill Collector training for all Collector to fulfil TPCODL requirement in capturing details from field for improving billing. Attendance of training shall be provided to TPCODL at the time of invoice submission.
- A signed copy of MIS report in a prescribed Performa (or as modified from time to time) shall be submitted by the Agency as and when required.
- The personnel should understand local language (Oriya) and in addition should have working knowledge of English & Hindi and so as to interact with customers.
- The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
- It will be mandatory for employees of Door to Door Collection Business Associate(s) to display the Identity Card issued by the Competent Authority of the Business Associate(s).
- The beat area of persons to be deputed for Reading & Collection shall be rotated every six months in consultation with TPCODL, or in between, if advised by TPCODL.
- TPCODL will carry out independent checks, as required.
- Besides Cash collection, TPCODL may ask the Business Associate(s) to provide some additional services related to the consumer service. All such services will be separately paid on mutually agreed rates.
- It is the responsibility of business associate to give monthly salary slip to all his personals recruited. Salary of all staff must disburse before 7<sup>th</sup> of every month.
- Initially, Performance Bank Guarantee amounting to 5% of the first-year contract value shall be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus one month.
- Business Associate has to give security amount of average collection of 3 days in particular allotted division in form of Bank Guarantee (BG) or in form of Cash deposit to secure hard cash collection handled during door to door collection activities in addition to PBG @5% of contract value.

- TPCODL shall review the Bank Guarantee/Security Cash deposit in line with Cash collection from time to time and if it is found to be less than the three consecutive day's Cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.
- Business Associate(s) will be informed to furnish a Bank Guarantee/Cash deposit of differential amount and BA shall be liable to deposit the additional BG/Cash within 15 days from the date of information by EIC/HQ. This shall be valid for a period equivalent to contract validity plus one month. The said bank guarantee shall be encashed in case of any deviation in cash deposit notice while cash reconciliation at the end of contract or in between contract if deemed fit by our finance/commercial department in order to fully cover the risk.
- Insurance for physical Cash/Cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPCODL bills including Cash/Cheque/DDs/Pay orders lying at other sites until Cash/Cheque/DDs/Pay orders are carried from TPCODL & deposit in the TPCODL designated Bank. Any loss, including consequential loss, to TPCODL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPCODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPCODL without prejudice to its other rights as may be available to it under law.
- Consumers whose collection is carried by Self Help Group (SHG) will not be considered as part of this Rate contract.
- Payment through other modes and upcoming modes introduced in future and as and when integrated by the utility like NPCI, UPI etc. need to be encouraged.
- Agency to devise a scheduling plan so as to keep consumers informed about the bill amount collection date at the time of bill delivery.
- Agency shall also use mobile cash collection vans one per division for collection with mike facility for announcements & revenue collection. Information for mike shall be provided by TPCODL & Agency shall ensure that mobile vans shall traverse across their allocated area each month with the necessary announcements.
- Mobile vans shall be deployed with GPS tracking and traversed route map shall be submitted as proof to the concerned Discom official copy to HOD-RCM/EIC. At least one bill collector with sufficient virtual - wallet balance/mobile & Bluetooth printer shall travel in the mobile van for ensuring on-spot revenue collection from consumers.
- Agency shall also setup at least one revenue collection camp in each month of their allocated areas on a rotational basis where collection is less than 70% to ensure maximum revenue recovery.
- Agency can deploy additional supervisor/ bill collectors for enhancing revenue recovery, however, costs associated with the same shall be borne by the Agency.
- Supervisor of the Agency shall monitor revenue collection works & appraise to Project Engineer of agency / JM-Commerce/TL-MBC/SDO daily & Executive Engineer/HOD-RCM on a periodic basis.

- Project Manager/Engineer of the Agency shall monitor revenue collection works & appraise HOD-RCM HQ/Executive Engineer on a periodic basis.

#### **Establishment, Data Compilations and Reports:**

- Business Associate(s) shall set up 1 no. (one) of common office establishments in each section preferably near TPCODL Section office with Computers, Printers, Scanner and other office requirements with internet connectivity to do the meter reading/collection operation for each allocated Divisions.
- Business Associates would have to establish 1 no. (one) of official set ups main office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the overall project.
- Business Associate is responsible for arranging mobile phones not older than 1 year and as per specification mentioned in tender, SIM cards with sufficient data pack (minimum 1.5 GB per day data pack) as per TPCODL needs, Bluetooth portable impact printer & pre-printed paper roll and other stationary require for office establishment. All cost should be considered in financial costing.
- Performing validation checks to ensure through
  - Timely Collection data updating in system
  - Reconciliation of cash collected from field & deposited in bank report
  - Real time uploading the cash collected data to the central database server.
- ❖ The Business Associate will have to furnish the Door to door collection programme along with the name of Bill collector prior to starting the collection in a particular designated area by 1<sup>st</sup> of each month.
- ❖ The Business Associate(s) shall not undertake distribution of any other advertisements, pamphlets, etc. along with the electricity bills unless it is authorized by Engineer of Contract.
- ❖ The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for following:
  - Number of errors in recording door to door collection.
  - Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- ❖ The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- ❖ While TPCODL would welcome the usage of newer technologies Bidder shall not charge for the extra time and cost involved.
- ❖ The personnel engaged by the Business Associate(s) shall be deemed always as their employees and the TPCODL is not concerned with their engagement conditions and the remuneration. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPCODL at any time and furnish the same to TPCODL before commencing the Contract.

- ❖ The Collector should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, etc.
- ❖ Business Associate(s) shall provide Uniform (2 sets of only shirts with pockets), Gum Boots, Umbrella and Rain Coat to BA Staff.
- ❖ Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- ❖ Identity Card, Uniform (2 sets of only shirts with pockets), Bag (one in nos.), Cap with logo shall be issued to all Bill collectors of the Agency to induce the feeling of belongingness & to build trust amongst consumers. ID cards provided to Bill Collectors/supervisors must be duly signed by the TL-MBC/ or equivalent authority of concerned division/BA Legal Cell at HQ and the Authorised signatory of the agency so that they may not face any difficulty in carrying out the works as per the requirement of this tender. No Bill Collector/supervisor/Divisional Project Manager is to work without an Identity Card. Cost of all items will be borne by agency. ID card will be issued from TPCODL after submitting necessary document with suitable charges applicable by TPCODL BA cell.
- ❖ Business Associate(s) shall arrange to be ensured Quarterly Health Check-up for related to Medical Fitness + Eyesight from Govt. authorized centre.
- ❖ Business Associate(s) shall support in Continuous Updating of Database from feedback received from Site.
- ❖ The Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- ❖ It is recommended that In-Charge of Business Associate(s) should perform the 1st level of filtration, so as to remove all the trivial cases. Hence, depending on the number of consumers and Bill collector, the Business Associate(s) might have to appoint more than one In-Charge as & when ask by TPCODL.
- ❖ TPCODL would not consider cases of "Address Not Traceable" as a valid excuse for missing Collection. Unless, the Business Associate(s) is able to establish its case before to the concerned SDO, TPCODL's staff, penalties would be imposed accordingly.
- ❖ During the course of the engagement, TPCODL not is liable for any injuries occurring to the Business Associate(s)'s staff during Door to door collection. Moreover, TPCODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- ❖ If the work entrusted is not proper and to the satisfaction of TPCODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of the concerned Division. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one month's prior notice.

- ❖ In case, the Business Associate(s) desires to discontinue the work from its end, three month's advance notice shall be served.
- ❖ Any additional information related to the Door to Door Collection required by the TPCODL should be furnished as instructed from time to time.
- ❖ It is advised to do Monthly R&R by Business Associates with necessary arrangements to motivate the Field staff and eligibility criteria would decide after awarding contract to surpass base performance/outstanding performance in improving billing.
- ❖ On the receipt of written complaint from TPCODL, the Business Associate(s) shall remove any particular Collector within a month of receipt of such complaint.

**Facilities from DISCOM:**

- ✓ Mobile app for on spot cash/cheque collection and upload data to central server from Mobile device will be provided by TPCODL.
- ✓ Training to Supervisors appointed by agency for spot collection work.

Agency shall adopt virtual-wallet cash collection mechanism after duly approved by TPCODL:

1. Each Bill-collector will be linked with a unique virtual - wallet account in which the Agency would need to top-up an amount for the bill-collector to start payment collection against Energy Bills.
2. Virtual - wallet of each bill collector engaged for collection shall be maintained with a minimum top-up amount of Rs. 20,000/- by the Agency. The Bill-collector will not be able to collect beyond the amount in virtual - wallet without further top-up recharge. Bidder will recharge once in 3 days and based on this estimate will be considered.
3. Bill-collector needs to update / download billing and consumer data through mobile app to the device, before start of revenue collection.
4. After entering valid consumer number / account number, consumer details along with amount payable to consumer will appear. The Bill-collector will enter amount collected from the consumer and a receipt will be generated through Bluetooth printer which shall be handed over to the consumer.
5. Adequate balance in virtual - wallet of all bill-collectors and top-up/ recharge of the virtual - wallet through NEFT/RTGS, Net banking, Credit / Debit cards to be ensured by Agency. Cost incurred in top-up / recharge shall be borne by Agency.

**Assumptions & Consideration in collection:**

- ❖ Tentative Consumer Count given in below sheet is excluding following:
  - SHG Consumers (Nayagarh, Puri, Balugaon, Angul, Talchar, Bhubaneswar, Cuttack, Paradeep, Salipur),
  - Two Urban divisions (BCDD-1 & CDD-1) collection is carried out by TPCODL itself (No Business Associates engaged).
  - Online digital payment consumer's growth 1% per month in each division and smart meter installation in each division.

Existing WSHG consumer count detail		
Division Name	Division code	Existing SHG
Angul	ANED	73424
Balugaon	BAED	43868
Bhubaneswar	BED	10438
Cuttack – 2	CDD-2	8884
Nayagarh	NYD	168285
Paradeep	PDP	86240
Puri	PED	12601
Salipur	SED	10055
Talcher	TED	52038
	<b>Grand Total</b>	<b>465833</b>

- ❖ As TPCODL area is mix of Urban & Rural belt and > 80% geographical area is rural so based on Area Sq. and density of consumers per Sq. Kms, we have divided the area into 3 categories as Town (T), Rural-I(G1) and Rural- II Interrial part of rural (G2).

Sr.No.	Division code	No. of Sub-Division	No. of Section	Total No. of Consumers (Monthly) considering growth	Total No. of Consumers (Annually)	Rural Category	Rural Consumers	Urban Consumers
1	BAED	2	10	59793	717516	G2	53814	5979
2	NYD	4	16	22889	274668	T	22202	687
3	TED	4	14	80373	964476	G2	77962	2411
4	AnED	3	10	74834	898008	G2	61364	13470
5	AED	2	8	105497	1265964	G2	103387	2110
6	DED	4	16	179006	2148072	G2	161105	17901
7	CED	4	12	127863	1534356	G2	124027	3836
8	CDD-1	4	14	0	0	T	0	0
9	CDD-2	3	10	51776	621312	T	16051	35725
10	SED	3	10	94101	1129212	G2	92219	1882
11	BCDD-1	3	12	0	0	T	0	0
12	NED	3	12	163526	1962312	G2	156985	6541
13	BCDD-2	3	13	45195	542340	T	6779	38416
14	BED	2	12	14989	179868	T	2398	12591
15	PED	4	17	148012	1776144	G1	100648	47364
16	KHD	5	18	166998	2003976	G1	133598	33400
17	KED1	4	18	193122	2317464	G1	160291	32831
18	KED2	2	7	90887	1090644	G1	89069	1818
19	PDP	3	8	8857	106284	G1	8148	709
20	JED	3	9	123915	1486980	G1	89219	34696
	<b>Total</b>	<b>65</b>	<b>246</b>	<b>1751633</b>	<b>21019596</b>		<b>1459266</b>	<b>292367</b>

Above table shows tentative consumer base consider for Door to Door Collection. Bidder is requested to give costing base on this assumption.

**Note:**

- ❖ Customer severed through WSHG i.e.4.6 Lakh is excluded
- ❖ Urban division (BCDD-1, CDD-1) is not considered.

- ❖ Further, customer of division (BED, BCDD-2) are partially covered. In BED division only “Phulnakhara section” consumer base of 21,000 is considered for collection through business associates. In BCDD-2 division four sections named “Barang (16,800), Godisahi (8300), Bharatpur (21,900) and Xavier (8000)” section is selected for collection through BA having combine consumer base of 55,000. However, any addition & deduction in consumer base in future will be communicated to business associates by HQ/EIC from division for appointment of additional manpower if consumer base added more than 500.
- ❖ 3-phase Non-SBM collection will be taken care by agency excluding HT & EHT by Non SBM dedicated separate meter readers and supervisor engaged as per allotment.
- ❖ Maximum 20% count from active consumer base will consider as Reasons of Non Paying / Promise to pay for invoicing.
- ❖ Refuse to pay & promise to pay reason will be considered for one month only for invoicing of particular consumer. More than that no payment will be given to BA for same reason captured in same case. After 1st time reporting reason, BA supervisor must share the list of such consumers to the section officer for taking action.

**New Process to follow:**

- RCM team extract reading & collection quantities from SAP & forward to BA to raise invoice in HQ and Division on 5<sup>th</sup> of each month separately. One copy of invoice submit at HQ to Head/HOD – RCM to verify & certify 100% qty and approve to do the SES at HQ and forward invoice to BIRD for payment.
- Finance will release 70% payment on 3rd day from SES release date and hold remaining 30% amount in system as per new payment terms created (70%-30%).
- Rest 30% payment shall be released subject to verification & certification of invoice submitted at division supported with performance documents & compliance by TL-MBC/EIC in division after deducting amount for non – compliance of performance measurement criteria mentioned in agreement. All bills shall be submitted to concern Engineer-In-Charge of division and HQ each month. This would be verified by TL-MBC/HQ maximum in 2 days and reach to TPCODL – HQ in RCM department for payment after deducting amount for non- compliance as listed in Scope of Work / Service Level Agreement.

**Minimum Qualification of Manpower engaged in Reading, Collection**

Qualification Matrix for BA Employees			
Manpower Type	Education	Experience	Location
Project In Charge(common MBC)	E./B.Tech Electrical / Any Graduate + MBA Preferably	Minimum 10 year in similar profile in power distribution sector	HQ/Division
Project Divisional Manager(Common for MBC activity) at division	E./B.Tech/Any Graduate	Minimum 10 years in similar profile in power distribution sector having good analytical skill.	Division
HR – Executive	y Graduate	Minimum 2-5 years of	Division/HQ/Back



Qualification Matrix for BA Employees			
Manpower Type	Education	Experience	Location
		experience in preparing salary and handling ESI, PF, Group Insurance issue	office at vendor office
SBM Supervisor in each section (Skill category)	Diploma /Graduate and able to Speak, Read & Write English, Hindi & Odiya Language	Minimum 5 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer	Section/Field Staff
Non SBM Supervisor (Skill category)	Diploma /Graduate and able to Speak, Read & Write English, Hindi & Odiya Language	Minimum 5 year of experience in similar activities of Meter Reading, Billing & Collection, with exposure on working on Computer	Division
Meter Reader cum Bill Collector for SBM (Semi Skilled Category)	Minimum 10th Standard Pass and able to Speak, Read & Write Hindi & Odiya Language and understand basic English	Minimum 1 year of experience. Age - >20 years	Field Staff
Key Punching Operator (KPO) (Skilled Category)	Diploma/Any Graduate	Exp. As KPO. Good knowledge of computer & excellent in Excel sheet & word. SAP exp. Prefer.	Division office with TL-MBC
Cashier	Any graduate / Minimum 12th Standard Pass with more than 5 year of exp. in same field and able to Speak, Read & Write Hindi & Odia Language and understand basic English	Minimum 2 year of experience in similar field/cash collection for any graduate & 5 year of experience for 12 <sup>th</sup> Pass person.	One per sub-division with bike/Van arrangement
Industrial Relationship Expert	Any Graduate	Minimum 10 year of experience in handling local political & IR issue in distribution sector.	HQ level (one for BA)
SAP MIS Expert (one no. per agency)	Any Graduate	Minimum 3 years of experience of SAP-BO Hana & SAO-ISU	HQ level at TPCODL (IDCO tower, Bhubaneswar)

Note: Experience & Education Qualification certificate will be verified by Divisional Manager & Team. SAP MIS expert qualification & experience will be verified by Head – RCM at HQ level.

Overall one BA Divisional Manager in division, Project in-charge for MBC contract, IR person & HR executive to be appointed by business associate look after complete project & BA legal issue.

❖ **Android Device Minimum Configuration**

- 4G/5G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone): HD resolution
- Display Size: Preferred 6" (mobile phone)
- OS Support: Android version 10 or above
- Internal Memory: Minimum 64GB storage and 4 GB RAM (For Mobile)

- 1.8 GHz Octacore or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Real Camera 48 MP & 8 MP front camera mandatory with QR scanning, OCR scanning or photo uploading feature are required
- Battery: 5000 mAh Fast charging Support of minimum 8+ hrs. of talk time

SIM card is to be provided by business associates to his field staff & supervisor. Minimum requirement is 1.5 GB per day data pack and select service provider as per their own choice best suited in the operational area.

**Technical Specification of Impact /Dot matrix printer with ribbon cartridge**

Parameter	Specification
Print Technology	Impact (dot matrix printing)
Resolution	44 English/odia character/line
Paper Width/Thickness	58 mm / 0.06 to 0.085 mm
Interface	802.11a/b/g/n & Bluetooth 3.0 or above
Print Speed	5.5 lines/sec or higher (45 mm/s)
Dot Structure	240 dots/line
Effective Printing Width	48 mm
Power	Min. 18 hour run on full charge
Battery Requirement	3000mAh or higher
Fast Charging	Yes (in 1 hours)
Power Saving	Yes
Operating Temperature	10 to 50° C
Humidity	10 – 90% RH
Printing Colour	Black/Colour
Supported OS	Mobile iOS, Android and Windows(Vendor to provide drivers for supporting all the required OS)
Connectivity	Bluetooth 4.0, WIFI and NFC(optional), RS232 Interface
CATRIDGES	Ribbon Cartridges require
ROM	64 MB or more
LED Indicators	Battery Charge Level, Power Status, Bluetooth Status
Device Weight	400g or below including roll
Charger	Suitable USB Charger with Cable
Bag	Suitable bag for hanging purpose for printer with belt
Language Support	English, Odia
Printer Software/SDK	Require to submit to TPCODL IT team for integration with APK
Self-Testing Provision	Yes
Paper Cut Method	Manual Tear off

**Technical Specification of Paper:**

- 75 GSM Pre-Printed Paper (quality to be shown to HQ before procurement)

**❖ Minimum Manpower Requirement:**

Minimum Manpower to be deployed by selected bidder in their respective division:

Divisions	No. of Sub-Division	No. of Section	Total MR & BC	No of Supervisors for SBM	Total MR & BC for Non SBM	No of Supervisor for Non SBM	No. of KPO	No of Cashier	No of HR officer	No of Divisional Project Engineer
BAED	2	10	87	10	11	1	2	3	1	1
NYD	4	16	38	4	16	1	2	2	1	1
TED	4	14	152	14	14	1	2	4	1	1
AnED	3	10	175	10	20	1	2	4	1	1
AED	2	8	156	8	10	1	2	2	1	1
DED	4	16	256	16	17	1	2	4	1	1
CED	4	12	188	12	18	1	2	4	1	1
CDD-1	4	14	37	4	7	1	2	0	1	1
CDD-2	3	10	90	10	10	1	2	3	1	1
SED	3	10	142	10	10	1	2	4	1	1
BCDD-1	3	12	27	3	7	1	2	0	1	1
NED	3	12	239	12	18	1	2	3	1	1
BCDD-2	3	13	115	6	16	1	2	2	1	1
BED	2	12	68	6	12	1	2	2	1	1
PED	4	17	207	17	17	1	2	4	1	1
KHD	5	18	233	18	18	1	2	5	1	1
KED1	4	18	240	20	12	1	2	4	1	1
KED2	2	7	114	9	7	1	2	2	1	1
PDP	3	8	65	8	8	1	2	1	1	1
JED	3	9	171	9	10	1	2	3	1	1
<b>Total</b>	<b>65</b>	<b>246</b>	<b>2801</b>	<b>206</b>	<b>258</b>	<b>20</b>	<b>40</b>	<b>56</b>	<b>20</b>	<b>20</b>

\*MR – Meter Reader, BC – Bill Collector, KPO – Key Punching Operator(2 per division), Cashier (one per sub-division), Non SBM supervisor (one per division)

- Meter Reading & Door to door collection is to be carried out by same meter reader cum bill collector (combine activities) in division. He has to follow route such a way without deviating rebate date and above minimum staff requirement is given based on 100% coverage in meter reading & collection as per geographical area, input received from EIC and per month performance.
- TPCODL has its own discretion to reject any bid without citing any reason.
- All manpower engagement is purely depends upon business associates however existing manpower hiring is preferred after taking feedback from Divisional Manager/TL-MBC/EIC/BA cell.
- Any delay beyond 48 hrs in cash deposit to designated bank against energy amount collected by field staff is penalised @ 1% of amount collected per day delay.
- Any amount pending for deposit against collection while reconciliation at the end of each month (on 5<sup>th</sup> day of next month) is considered as negligence and authorization for collection will be restricted/suspended till the normalcy is restored.

- Minimum wages have to be ensured and would be linked with Meter Reading / Bill Collection targets achievement. However specific Job Description with key deliverables must be agreed and shared with all Meter Readers / Bill Collectors. The performance report on the same will be shared by BA to all his staff once in a week.
- Incentive amount, if any, should be paid separately to the workmen by selected bidder and not be clubbed with Monthly wages payment.
- Fuel expense should be given/reimbursed to the meter readers, bill collector, and supervisor who so ever is deputed in field as per performance criteria fix apart from their Monthly wages. Allocation of consumers to individual meter readers for reading and bill collector for collection is responsibility of business associates. Allocation should not be less than 100% of total consumer base given to business associated after excluding SHG/Smart Meter/Online. Monthly division wise Collection, Reading / Provisional billing reduction target will be given by EIC/HQ and based on that business associate is required to drill down target to individual meter reader and bill collector by 2nd day of every month. Any additional fuel charges if BA wants to pay to their employee is as per their discretion. The detail of consumer allocation shall be circulated to EIC each month.

<b>Bill Collector Fuel expenses to paid on target achieved</b>		
<b>Target allotted consumers(unique actual Paid MR)</b>	<b>Rural</b>	<b>Urban</b>
>95%	1400	1200
>=90 to <95	1200	1100
>=85 to <90	1100	1000
>=80 to <85	1000	800
>=70 to <80	800	700
>=60 to <70	600	500

<b>Meter Reader Fuel expenses to paid on target achieved</b>		
<b>Target (Meter Reading with OCR application)</b>	<b>Rural</b>	<b>Urban</b>
>95%	1300	1100
>=90 to <95	1100	900
>=85 to <90	900	700
>75 to <85	700	600
>=60 to up to 75	500	500

<b>Meter Reading &amp; Bill Collector Combine working Fuel expenses to paid on target achieved</b>		
<b>Target (Reading &amp; Paid MR)</b>	<b>Rural</b>	<b>Urban</b>
>95%	1500	1300
>=90 to <95	1300	1100
>=85 to <90	1000	900
>=80 to <85	800	700
>=70 to <80	600	600
>=60 to <70	500	500

- Since meter reading and collection are continuous activities, BA needs to ensure that all the workmen are engaged throughout the month. BA must ensure that leaves are given as per statutory guidelines.
- TPCODL will disburse 100% eligible incentive amount to Business Associate in their account after receiving incentive invoice based on calculation shared by TPCODL every month. Business Associate will disburse 70% of incentive amount to field staff (Bill Collector & Meter Readers) directly and remaining 30% of incentive amount will be kept with Business Associate. This 30% amount shall be utilized to give incentive for their supervisor & divisional in-charge.
- Selected bidder has to ensure Deployment / Replacement of Meter Readers / Bill Collectors in case of any Absentees.
- Selected bidder must issue appointment letter after being vetted from TPCODL BA cell. Sample appointment letter will be shared by BA cell to selected bidder.
- Selected bidder must issue work instruction/Job Description for their employees including supervisor, cashier, project divisional manager, meter reader, bill collector etc.
- Selected bidder must give target to their meter readers, bill collector, and supervisor against active allotted consumer to them and give performance report at the end of each month with copy of EIC/HQ.
- TPCODL has a right to instruct you to change your workers in case the workmanship or speed of work is not satisfactory. No work shall be sub- contracted.
- Bidder shall deploy adequate labour considered necessary by TPCODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so. However, prior permission shall be taken from the Engineer in charge beyond normal working hours or on Sundays and Holidays.
- The applicable incentive & penalty shall be reviewed on regular basis and changes shall be done, if required.

### Penalty Clause for Meter Reading & Collection Activities

Incentive & Penalty applicable for both on Reading & collection for amount & coverage. Further collection trend is different in OK-Actual & Provisional billing so we have covered both aspect. Following incentive & penalty will encourage bill collector to push further from their target:

S. No.	Work Type	Penalty Detail	Penalty Amount
1	Reading	Every month, division wise provisional reading (not read & house lock cases) reduction target provide from RCM department, HQ to each agency before start of reading. If agency fails in achieving monthly target of reduction of provisional reading (Not Read & House Lock), then penalty will be applicable.	1. Up to 2 % less than Target Assigned: Penalty of 2% of Reading Invoice Amount 2. $\geq$ 2 % less of the target Assigned: Penalty of 4% of Reading Invoice Amount
2	Reading	Wrong Reading/ Remark/Fake Remark/ Remark Conversion (e.g. OK to Faulty)	₹ 100/- in SBM & ₹ 250/- in Non-SBM
3	Reading	Deviation in Meter Reading Slab/ Slab Adherence (+- 3 days – bill days between 28 to 32)	₹ 2/- in SBM & ₹ 5/- in Non-SBM per case
4	Reading	Delay in Bill Distribution/Non Delivery of Bills	₹ 100/- per day in case of delay in bill distribution and ₹ 250/- per day in case of non-delivery of bill.
5	Reading	Over achieving OCR Reading Target (Target will be circulated by HQ/EIC)	Rs.1/- per addition of OCR consumer over & above target consumer
6	Collection	Achieving Less Collection against monthly Current demand (CD) (excluding govt. consumers, EHT & HT)	Collection from CD <95% - 2% of monthly invoice Collection from CD <85% - 4% of monthly invoice Collection from CD <75% - 6% of monthly invoice
7	Collection	Penalty if quarterly collection $\leq$ 99% of CD	$\leq$ 99% of CD – 4% of collection Invoice
8	Collection	Collection Coverage against target (Paid Money receipt generation) excluding govt. consumers (Target : 1st Qtr - 90% MR, 2nd Qtr - 95% MR, 3rd Qtr - 97% MR, 4th Qtr - 100% MR)	< 2% from target – 2% of coll. Invoice <3 % from target – 4% of coll. invoice <4% from target – 6% of coll. invoice <5% from target – 8% of coll. Invoice
9	Collection	Wrong positing of payment / posting into someone else's account/ Any complaint for payment not posted and error due to account of Business associates	₹ 200/- per wrong posting or complaint
10	Collection	Delay in Cheque deposit to division excluding holiday beyond (2 days)	₹ 1000/- for SBM and for other category ₹ 2000/-
11	Collection	Any delay beyond 48 hrs. in cash deposit	1% of amount pending to deposit per day delay.
12	All	Unethical conduct by meter reader/bill collector (collection taken into his	₹ 5000/- and notice to be served to meter reader. On such incident, meter reader

S. No.	Work Type	Penalty Detail	Penalty Amount
		account and not depositing in TPCODL account/Suppress Reading/Table top reading etc.) Suppress reading if any found for entire contract period is considered for penalty/unethical conduct.	name should be updated in blacklist to BA legal cell/ TPCODL-HR & replace him with new meter reader.
13	All	Any disruption of TPCODL business activity due to controllable reason (decided by TPCODL) of Bas	₹ 10000/- per day
14	All	Less Manpower deployed as per contract	₹ 20000/- per person for 1st month ₹ 30000/- per person for 2nd month ₹ 40000/- per person for >3rd month

#### Incentive Clause for Meter Reading & Collection Activities

Sr.No.	Work Type	Reward Criteria	Reward Amount
1	Reading	Incentive for over achievement of the Provisional Reading (Not Read & House Lock) target.	1% over achieving Target - 2% of reading invoice. 2% over achieving target – 3% of reading invoice. 3% over achieving target – 4% of reading invoice.
2	Reading	Reporting Extra Live connections not in TPCODL billing system (regularized through old connection move-in entry by New connection team duly verified by TL-MBC/EIC)	Rs.100/- case to Business Associate(s) & Rs. 300/Case to specific meter reader through Business Associate(s)
3	Reading	Over achieving OCR Reading Target (Target will be circulated by HQ/EIC)	Rs.1/- per addition of OCR consumer over & above target consumer
4	Collection	Achieving Collection against monthly Current demand (CD) (excluding govt. consumers, EHT & HT) (arrear accumulated in contract period will not considered as arrear. It is part of current demand)	> 95% - 2% Incentive of Collection Invoice > 100% - 4% Incentive of Collection invoice >105% - 6% Incentive of Collection invoice >110% - 8 % Incentive of Collection invoice
5	Collection	Incentive if quarterly collection > 99% of CD (arrear accumulated in contract period will not considered as arrear. It is part of current demand)	> 99% of CD – 4% of collection Invoice
6	Collection	Quarterly % Paid Money Receipt generation from allotted consumer excluding govt.	>=90% Money Receipt generation in 1 <sup>st</sup> Qtr – 3% of coll. Invoice >=95% Money Receipt generation in 2nd Qtr – 6% of coll. invoice >=97% Money Receipt generation in 3rd Qtr – 9% of coll. Invoice 100% Money Receipt generation in 4th Qtr – 12% of coll. invoice

Sr.No.	Work Type	Reward Criteria	Reward Amount
7	Collection	Arrear Collection from active consumers (arrear accumulated in contract period will not considered as arrear. It is part of current demand)	2% of arrear amount collected. Maximum incentive to individual is limited to Rs. 10000/-.
8	Collection	Incentive on digital payment acceptance (Payment accepted through digital/UPI mode in collection application)	Rs.1/- incentive for collection accepted through UPI mode / QR code from mobile collection application during door to door collection by BA ( Payment through UPI/QR incentive is 100% pass on to bill collector)
9	Collection	Collection from Temporary Disconnected (TD) cases (as per list publish by HO RRG team as on date of contract)	10% of arrear amount collected. Maximum incentive to individual is limited to Rs. 10000/-.
10	Collection	% Increase in Rebate consumers Incentive (Rebate consumer list will be shared to BA and any addition in rebate consumer after achieving target will be incentivized as per above table.)	Overachieving Target - Up to 2% - Additional Money Receipt @ 0.75 of collection rate quoted Overachieving Target - > 2% - Additional Money Receipt @ 1.5 of collection rate quoted
11	All	Booked DT/DAE/Misuse Cases	Rs.2000/- per booked case to reporting individual as incentive amount. Enforcement department will inform theft booked confirmation to TL-MBC.
12	All	Resolving Consumer Refusal (CR) cases for meter replacement	Rs. 100/- per case resolution

- Existing BA in the existing area will not get any benefit of waive off penalty. First month will be considered as stabilization period for New BA in new area. No penalty will be imposed in first month. However, any BA achieve their monthly target then eligible for incentive during this period.

Note:

- The maximum penalty that shall imposed on BA is limited to 10% of total Invoice value
- BA is mandated to disburse 70% of incentive amount to its employees



## **Annexure-VIIa**

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

#### **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.

**Annexure VIII**

**GENERAL CONDITIONS OF CONTRACT**

General Conditions of Contract Attached as Annexure to this document.

## ANNEXURE IX

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

TPCODL Follows safety management system and safety code of conduct as per its parent company TATA Power which is as below:

#### **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.)

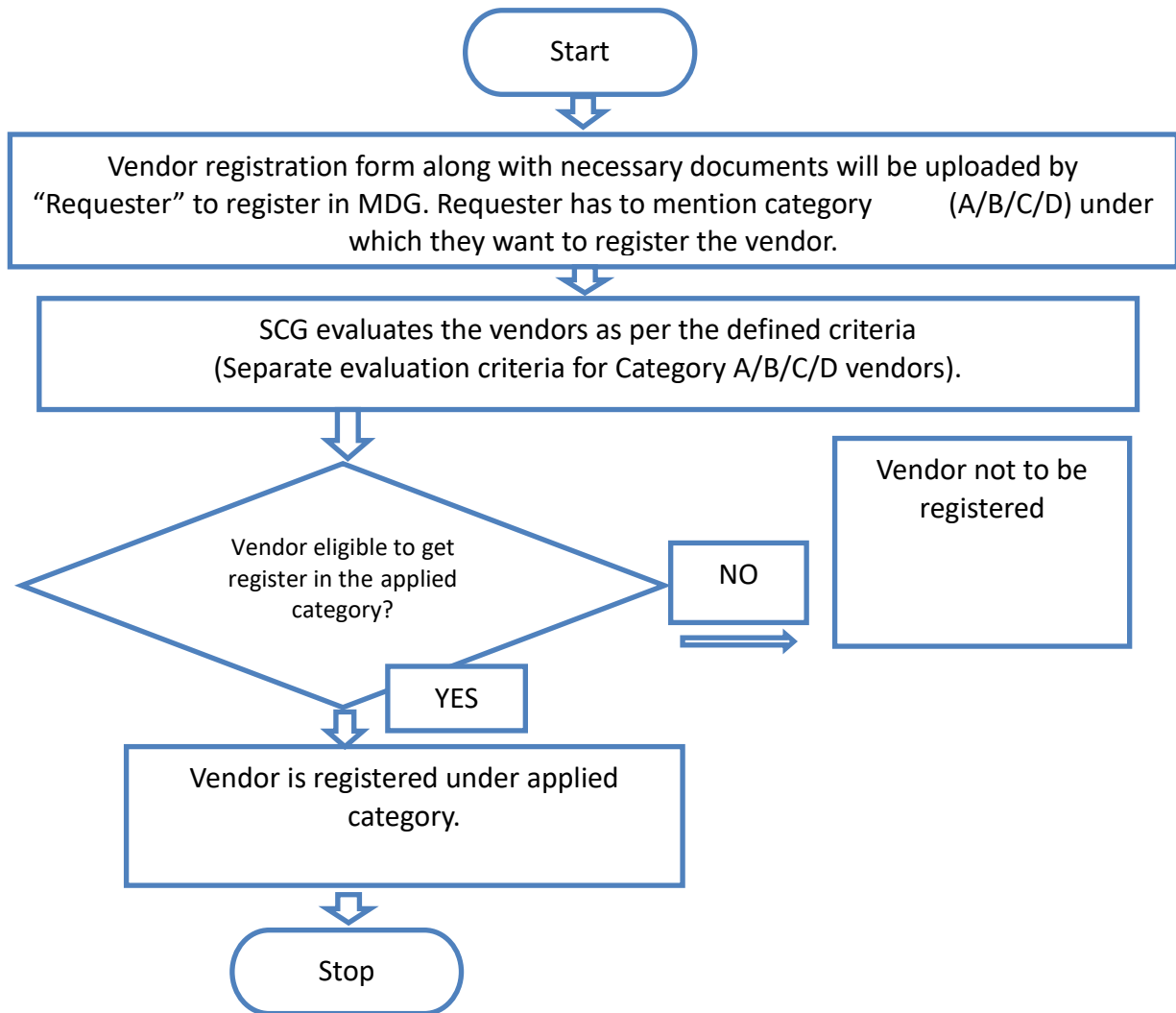
Otherwise the RFQ will be attached only with Safety Terms and Conditions. Long term and low value jobs (see definition) are exempted from the CSCC process.

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



**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		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	Yes/No	Site details to be attached for			



<b>Name of the Vendor:</b>		
progress or worked earlier		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**

	<b>Lead Indicators</b>	<b>Unit Of measurement</b>	<b>Target</b>	<b>weight age</b>
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
	<b>Lag Indicators</b>			
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

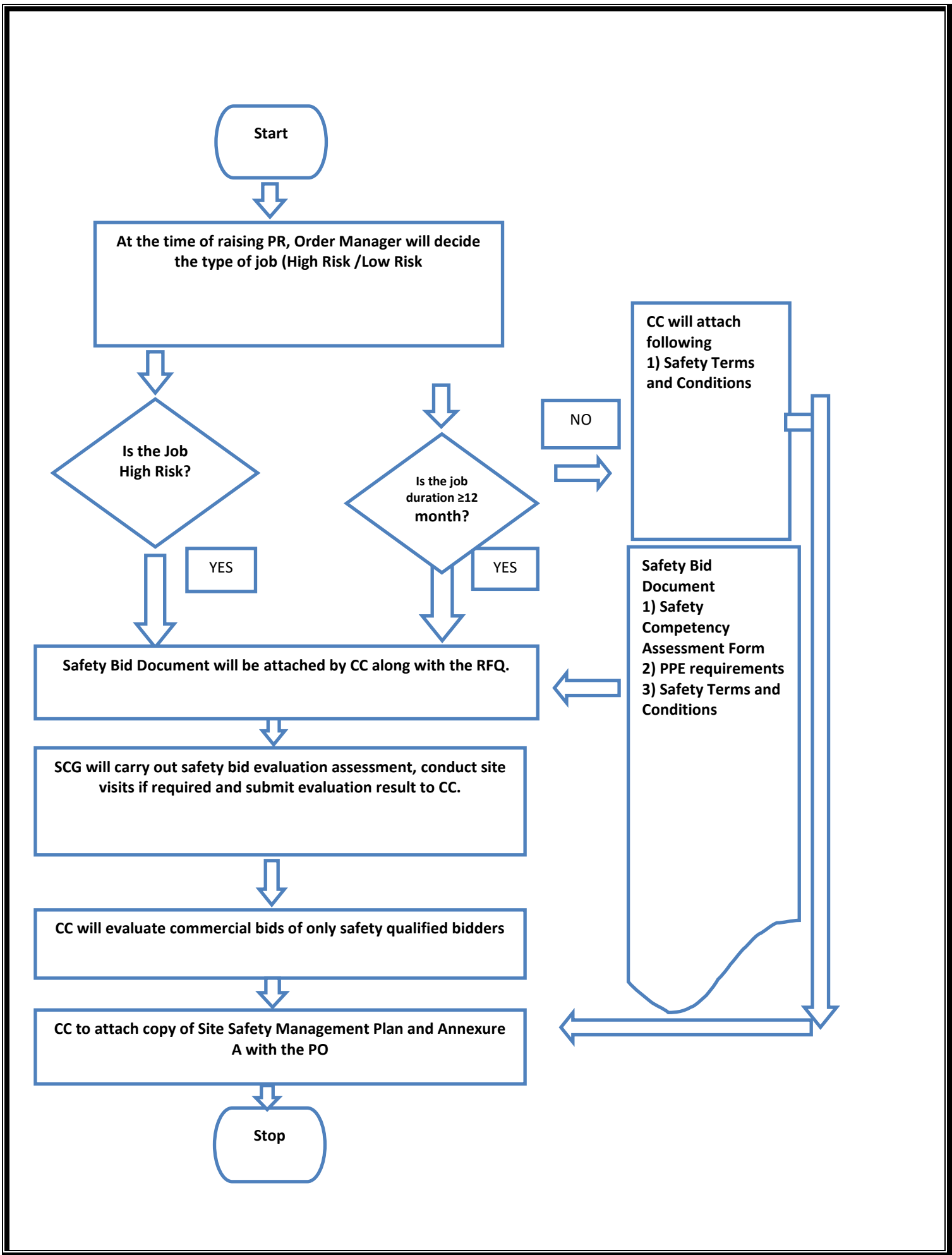
Penalty shall be imposed on the contractors under the following circumstances for breaching the contractual agreements:

<b>Sr No</b>	<b>Description of violation</b>	<b>Severity</b>	<b>Penalty</b>
1.	Working without Permit	5	5000/-
2.	Untrained (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/
9.	Violation of Positive Isolation Procedure (LOTO Not followed)	5	5000/
10.	ELCB of more than 30 mA/ELCB not working	5	5000/
11.	On/Off switch of welding m/c not working	5	5000/
12.	Electric cable tied with metal wire	5	5000/
13.	Leakage found DA hose / cylinder	5	5000/
14.	Use of LPG	5	5000/
15.	Use of 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/

Sr No	Description of violation	Severity	Penalty
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 HMTV/Mobile Crane operator does not have a valid HMTV 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/

Sr No	Description of violation	Severity	Penalty
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/-

Sr No	Description of violation	Severity	Penalty
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Nonfunctional Head light/ taillight and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-
102.	• Third Time	5	5000/-
103.	Serious Violation of House Keeping (after 1st or 2nd warning to 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



Start

At the time of raising PR, Order Manager will decide the type of job (High Risk /Low Risk)

Is the Job High Risk?

YES

Is the job duration  $\geq$ 12 month?

YES

NO

CC will attach following  
1) Safety Terms and Conditions

Safety Bid Document  
1) Safety Competency Assessment Form  
2) PPE requirements  
3) Safety Terms and Conditions

Safety Bid Document will be attached by CC along with the RFQ.

SCG will carry out safety bid evaluation assessment, conduct site visits if required and submit evaluation result to CC.

CC will evaluate commercial bids of only safety qualified bidders

CC to attach copy of Site Safety Management Plan and Annexure A with the PO

Stop

## 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					
<b>Total Manpower</b>					

#### Instructions to Bidder to fill:

1. Bidder to provide the overall site manpower deployment schedule as above.
2. Bidder to indicate (through colour code mentioned below ) their direct and sub-contracted employees  
Direct bidder employee  
Partly Direct / Partly sub-contracted  
Sub-Contracted
3. Against each of the category, bidder to indicate the minimum qualification and experience of the proposed manpower.
4. Rows can be added to also identify other specialised manpower e.g. specific details to be included for high risk activities operators
5. Columns can be extended to the actual duration of Site activities.
6. Bidder to note that if operations is in shifts, then Shift-in-charge / safety officers are required for each shift of operation.

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

Bidder/ Vendor to provide the list of tools, tackles, equipment **to be used during the job / project execution**. Bidder/Vendor to ensure that all the lifting tools and tackles, pressure vessels are duly

certified by the competent person authorised by the Chief Inspector of Factories of the respective state prior to start of the job

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.

**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)

Signature

Date

**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).*




**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.*

**7.0 "5S issues" / Waste Disposal/ Housekeeping and Environmental issues:** *-Details waste disposal processes and or housekeeping activities, Details of environmental impacts and control measures.*

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

**10.0 First Aid facilities and Nearby Hospitals Details**

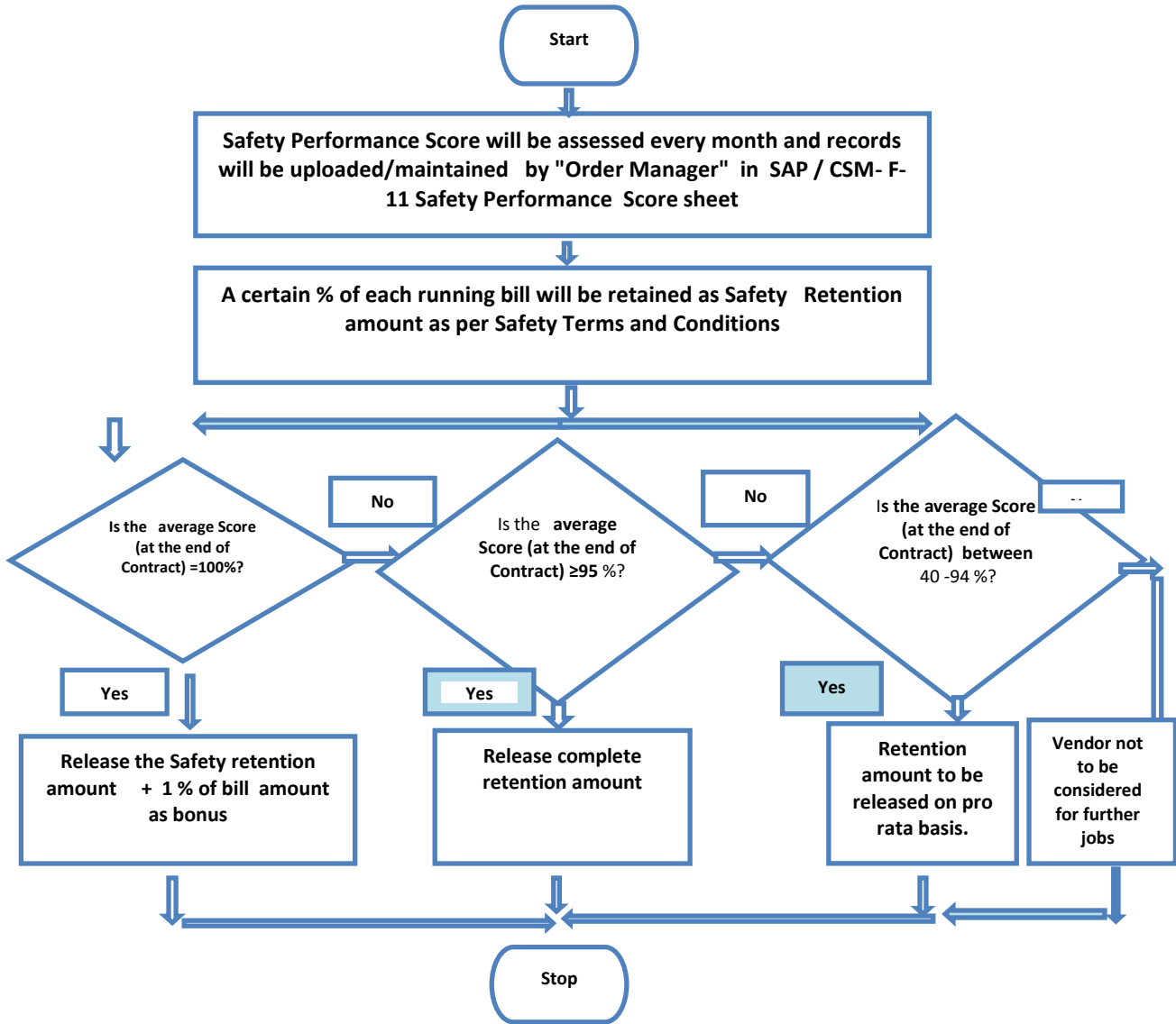
	Name of On-Site First Aider:	
	First Aid Box Location:	
	Location of Nearest Hospital:	

**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. Required Personnel Protective Equipment:							Other: 1. Hi-Viz 2. Coveralls 3.
	Safety Boots	Hard Hats	Safety Gloves	Hearing Protection	Eye Protection	Respiratory Protection	

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 TPSDI/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		
<b>Lag Indicator</b>						
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		
					<b>Final Score</b>	
					<b>Invoice Value</b>	
					<b>Amount to be released</b>	

### Safety Performance Evaluation Criteria

#### Lead Indicators

	<b>Target</b>			
% of Employee certified in TPSDI/Authorized agency	50%	100%	Less than 100%	
Score		10	5	
	<b>Target</b>			
CFSA score	<=1.49	1.5 to 2.5	2.51 to 3.5	>=3.51
Score	20	15	10	0
	<b>Target</b>			



Monthly inspection completed for Critical Equipment, lifting Tools & Tackles and hand tools used at site	>=80%	79 to 50%	<50%
Score	10	7	0
<b>Target</b>			
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 age (%)	Actual Score	Remarks
1	Does the contractor have a valid ISO 45001/ OHSAS 18001/ Certification?	30		
2	During site visit check for safety adequacy at site	30		Annexure - 12.1

3	Check the Safety statistics of Contractor	10		Annexure - 12.2
4	Check the Safety orientation & training process of Contractor	15		Annexure 12.3
5	Check the organizational structure for safety professionals & engineers / supervisors.	10		Annexure - 12.4
6	Certified/skilled workers as a percentage of overall workforce	5		
	Total	100		

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

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

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

Sr. No	Description	Weight age (%)	Actual Score	Remarks
2	Check the Safety statistics of Contractor	40		Annexure - 12.2

3	Check the Safety orientation & training process of Contractor	20		Annexure 12.3	-
	<b>Total</b>	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
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	
3	Check the trend of LTISR last 3 years	LTISR value	Marks	
		0 to 2	5	
		2 to 3	2.5	
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		
<b>Total</b>		<b>25</b>		

**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	<b>Safety Officer</b>	Marks
		≥80% of employees	5
		50 to 79 % of employee	2.5
		<50%	0
		<b>Safety Supervisor</b>	Marks
		≥80% of employees	10
		50 to 79 % of employee	6
		<50%	0
		<b>Workmen</b>	Marks
≥80% of employees	10		
50 to 79 % of employee	6		
<50%	0		
<b>Total</b>		<b>25</b>	

**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	
<b>Total</b>		<b>15</b>		

### 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
<b>Manpower</b>	<b>Safety Officer (1 per 500 workers)</b>	<b>Qualification-</b> Officer shall possess Advance Diploma In Industrial Safety by state technical board. <b>Experience-</b> Minimum 1-year experience in relevant field as mentioned in the job in PR.	5	
	<b>Safety Supervisor (1 per work site up to max. 50 workers)</b>	<b>Qualification-</b> Supervisor shall possess ITI/ Diploma in relevant field. <b>Experience-</b> Minimum 2-year experience in relevant field as	5	

		mentioned in the job in PR. <b>Training</b> – Trained and certified by TPSDI or equivalent institute in relevant safety procedures. <b>Note:</b> On request of the contractor/Users -TPDSI should vet & certify the skilled & experienced Technician if Technical Qualification is not adequate.		
	<b>Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc)</b>	<b>Experience-</b> Minimum 2 year experience in relevant field as mentioned in the job in PR. <b>Training</b> – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.	5	
<b>Tools &amp; Tackles</b>	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	
<b>Safety Records</b>	Safety Records	Safety Records for last 3 years (as per vendor or as per our knowledge) – Recommendation?	15	
<b>Safety Plan</b>	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	
<b>Accredited Bodies certificate</b>	ISO-9001	ISO-9001	2	
	ISO-14001	ISO-14001	3	
	OHSAS 18001 ISO 45000	OHSAS 18001/ISO 45000	15	
<b>Total Score</b>				

- 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:**

<b>Checklist to be used:</b> 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		
	<b>Total Score</b>		
	<b>Site Visit Score</b>		

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**

<b>CONTRACTOR FIELD SAFETY AUDIT</b>	
<b>Project Name :</b>	
<b>Date:</b>	
<b>Description of Severity rating:</b>	<b>Audit Team:</b>



## 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					
SI. 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					
SI. 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
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## CORPORATE SUSTAINABILITY POLICY

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

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

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

(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**  
Lighting up Lives!



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.				

**ANNEXURE X**

**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 , Contracts & stores . e-mail ID: [pkjain@tatapower.com](mailto:pkjain@tatapower.com)

**ANNEXURE XI**  
**ENVIRONMENT & SUSTAINABILITY POLICY**



**CORPORATE ENVIRONMENT POLICY**

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

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

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

(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**  
Lighting up Lives!



**Annexure XII**

**Business Associate Registration Format**

**Attached as Annexure to this document**

(Please Submit the duly filled in form as attached herewith and scanned copies of the relevant documents asked for in the form with scanned copy of a cancelled cheque for generation of BA code.)

**Annexure-XI A**  
**List of Circle-Div.-Sub-div.-Section**

Sr.No.	Circle	Division	Sub-division	Section
1	BBSR-1	BCDD-I, BBSR	SDO-I	Unit- VI
2	BBSR-1	BCDD-I, BBSR	SDO-I	Power House
3	BBSR-1	BCDD-I, BBSR	SDO-I	Delta
4	BBSR-1	BCDD-I, BBSR	SDO-I	Brit Colony
5	BBSR-1	BCDD-I, BBSR	SDO-II	Unit-I
6	BBSR-1	BCDD-I, BBSR	SDO-II	Unit-II
7	BBSR-1	BCDD-I, BBSR	SDO-II	Kharabel Nagar
8	BBSR-1	BCDD-I, BBSR	SDO-II	Unit-IV
9	BBSR-1	BCDD-I, BBSR	SDO-III	Unit-9®
10	BBSR-1	BCDD-I, BBSR	SDO-III	Unit-9(F)
11	BBSR-1	BCDD-I, BBSR	SDO-III	Saheed Nagar
12	BBSR-1	BCDD-I, BBSR	SDO-III	Board Colony
13	BBSR-1	BCDD-II, BBSR	Peripheri	Chandrasekharpur-I
14	BBSR-1	BCDD-II, BBSR	Peripheri	Chandrasekharpur-II
15	BBSR-1	BCDD-II, BBSR	Peripheri	Kanan Vihar
16	BBSR-1	BCDD-II, BBSR	Peripheri	Baranga
17	BBSR-1	BCDD-II, BBSR	Peripheri	Godisahi
18	BBSR-1	BCDD-II, BBSR	Nayapalli	Nayapalli
19	BBSR-1	BCDD-II, BBSR	Nayapalli	Baramunda
20	BBSR-1	BCDD-II, BBSR	Nayapalli	VSS Nagar
21	BBSR-1	BCDD-II, BBSR	Nayapalli	Xaiver
22	BBSR-1	BCDD-II, BBSR	Khandagiri	Khandagiri
23	BBSR-1	BCDD-II, BBSR	Khandagiri	Dumuduma
24	BBSR-1	BCDD-II, BBSR	Khandagiri	Kalinga Nagar
25	BBSR-1	BCDD-II, BBSR	Khandagiri	Bharatpur
26	BBSR-1	BED, BBSR	Temple	Old Town-I
27	BBSR-1	BED, BBSR	Temple	Old Town-II
28	BBSR-1	BED, BBSR	Temple	Old Town-III
29	BBSR-1	BED, BBSR	Temple	Baragarh
30	BBSR-1	BED, BBSR	Temple	Dhauri
31	BBSR-1	BED, BBSR	Temple	Uttara
32	BBSR-1	BED, BBSR	Rasulgarh	Kalpana-I
33	BBSR-1	BED, BBSR	Rasulgarh	Kalpana-II
34	BBSR-1	BED, BBSR	Rasulgarh	Laxmisagar
35	BBSR-1	BED, BBSR	Rasulgarh	Rasulgarh
36	BBSR-1	BED, BBSR	Rasulgarh	Mancheswar
37	BBSR-1	BED, BBSR	Rasulgarh	Phulnakhara
38	BBSR-1	NED, Nimapada	Nimapada	Nimapada-I
39	BBSR-1	NED, Nimapada	Nimapada	Nimapada-II
40	BBSR-1	NED, Nimapada	Nimapada	Gop
41	BBSR-1	NED, Nimapada	Nimapada	Konark
42	BBSR-1	NED, Nimapada	Kakatpur	Kakatpur-I
43	BBSR-1	NED, Nimapada	Kakatpur	Kakatpur-II
44	BBSR-1	NED, Nimapada	Kakatpur	Astaranga
45	BBSR-1	NED, Nimapada	Pipil	Pipili-I
46	BBSR-1	NED, Nimapada	Pipil	Pipili-II
47	BBSR-1	NED, Nimapada	Pipil	Bharatipur
48	BBSR-1	NED, Nimapada	Pipil	Balipatna
49	BBSR-1	NED, Nimapada	Pipil	Balakati
50	BBSR-2	KED, Khurda	Khurda	Khurda-I

51	BBSR-2	KED, Khurda	Khurda	Khurda-II
52	BBSR-2	KED, Khurda	Khurda	Khurda-III
53	BBSR-2	KED, Khurda	Khurda	Khurda-IV
54	BBSR-2	KED, Khurda	Jatni	Jatni-I
55	BBSR-2	KED, Khurda	Jatni	Jatni-II
56	BBSR-2	KED, Khurda	Jatni	Janla
57	BBSR-2	KED, Khurda	Jatni	Harirajpur
58	BBSR-2	KED, Khurda	Jankia	Jankia
59	BBSR-2	KED, Khurda	Jankia	Malipada
60	BBSR-2	KED, Khurda	Jankia	Nirakarpur
61	BBSR-2	KED, Khurda	Banki	Banki-I
62	BBSR-2	KED, Khurda	Banki	Banki-II
63	BBSR-2	KED, Khurda	Banki	Banki-III
64	BBSR-2	KED, Khurda	Begunia	Begunia
65	BBSR-2	KED, Khurda	Begunia	Baghamari
66	BBSR-2	KED, Khurda	Begunia	Sunakhala
67	BBSR-2	KED, Khurda	Begunia	Kalapathar
68	BBSR-2	NED, Nayagarh	Nayagarh	Nayagarh
69	BBSR-2	NED, Nayagarh	Nayagarh	Peripheri
70	BBSR-2	NED, Nayagarh	Nayagarh	Sarankul-I
71	BBSR-2	NED, Nayagarh	Nayagarh	Sarankul-II
72	BBSR-2	NED, Nayagarh	Nayagarh	Odagaon-I
73	BBSR-2	NED, Nayagarh	Nayagarh	Odagaon-II
74	BBSR-2	NED, Nayagarh	Itamati	Itamati-I
75	BBSR-2	NED, Nayagarh	Itamati	Itamati-II
76	BBSR-2	NED, Nayagarh	Itamati	Bolagarh
77	BBSR-2	NED, Nayagarh	Khandapada	Khandapada
78	BBSR-2	NED, Nayagarh	Khandapada	Kantilo
79	BBSR-2	NED, Nayagarh	Khandapada	Bhapur
80	BBSR-2	NED, Nayagarh	Khandapada	Bhapur-II
81	BBSR-2	NED, Nayagarh	Dasapalla	Dasapalla
82	BBSR-2	NED, Nayagarh	Dasapalla	Nuagaon
83	BBSR-2	NED, Nayagarh	Dasapalla	Gania
84	BBSR-2	BED, Balugaon	Bagugaon	Balugaon-I
85	BBSR-2	BED, Balugaon	Bagugaon	Balugaon-II
86	BBSR-2	BED, Balugaon	Bagugaon	Banapur-I
87	BBSR-2	BED, Balugaon	Bagugaon	Banapur-II
88	BBSR-2	BED, Balugaon	Bagugaon	Nachuni
89	BBSR-2	BED, Balugaon	Tangi	Tangi
90	BBSR-2	BED, Balugaon	Tangi	Chandapur
91	BBSR-2	BED, Balugaon	Tangi	Kuhudi
92	BBSR-2	BED, Balugaon	Tangi	Bhusandapur
93	BBSR-2	BED, Balugaon	Tangi	Ranapur
94	BBSR-2	PED, Puri	SDO-I	Paschimeswar
95	BBSR-2	PED, Puri	SDO-I	Kacheri
96	BBSR-2	PED, Puri	SDO-I	Baliapanda
97	BBSR-2	PED, Puri	SDO-I	Swargadwar
98	BBSR-2	PED, Puri	SDO-II	Sadar
99	BBSR-2	PED, Puri	SDO-II	Brahmagiri
100	BBSR-2	PED, Puri	SDO-II	Sunamuhin
101	BBSR-2	PED, Puri	SDO-II	Delanga
102	BBSR-2	PED, Puri	SDO-II	Kanas
103	BBSR-2	PED, Puri	SDO-III	Power House

104	BBSR-2	PED, Puri	SDO-III	Ghoda Bazar
105	BBSR-2	PED, Puri	SDO-III	Talabania
106	BBSR-2	PED, Puri	SDO-III	Charinala
107	BBSR-2	PED, Puri	Sakhigopal	Sakhigopal-I
108	BBSR-2	PED, Puri	Sakhigopal	Sakhigopal-II
109	BBSR-2	PED, Puri	Sakhigopal	Chandanpur
110	BBSR-2	PED, Puri	Sakhigopal	Sata Sankha
111	Cuttack	CDD-I, Cuttack	SDO-I	Ranihat-I
112	Cuttack	CDD-I, Cuttack	SDO-I	Ranihat-II
113	Cuttack	CDD-I, Cuttack	SDO-I	Boxi Bazar
114	Cuttack	CDD-I, Cuttack	SDO-I	College Squire
115	Cuttack	CDD-I, Cuttack	SDO-III	City
116	Cuttack	CDD-I, Cuttack	SDO-III	Ganesh Ghat
117	Cuttack	CDD-I, Cuttack	SDO-III	Town Hall
118	Cuttack	CDD-I, Cuttack	SDO-III	Kaji Bazar
119	Cuttack	CDD-I, Cuttack	SDO-IV	Cantenment
120	Cuttack	CDD-I, Cuttack	SDO-IV	Chandin Chouk
121	Cuttack	CDD-I, Cuttack	SDO-IV	Tinikonja Bagicha
122	Cuttack	CDD-I, Cuttack	SDO-VI	Tulasipur
123	Cuttack	CDD-I, Cuttack	SDO-VI	CDA
124	Cuttack	CDD-I, Cuttack	SDO-VI	Bidanasi
125	Cuttack	CDD-II, Cuttack	SDO-II	Badambadi
126	Cuttack	CDD-II, Cuttack	SDO-II	Dolamunde
127	Cuttack	CDD-II, Cuttack	SDO-II	Industrial
128	Cuttack	CDD-II, Cuttack	Mahanadi Vihar	Mahanadi Vihar
129	Cuttack	CDD-II, Cuttack	Mahanadi Vihar	Chauliaganja
130	Cuttack	CDD-II, Cuttack	Jobra	Jobra
131	Cuttack	CDD-II, Cuttack	Jobra	Jagatpur
132	Cuttack	CDD-II, Cuttack	Jobra	42 Mouza
133	Cuttack	CDD-II, Cuttack	Jobra	Kishore Nagar
134	Cuttack	CDD-II, Cuttack	Jobra	Kandarpur
135	Cuttack	CED, Cuttack	Badachana	Badachana
136	Cuttack	CED, Cuttack	Badachana	Chhatia
137	Cuttack	CED, Cuttack	Badachana	Balichandrapur
138	Cuttack	CED, Cuttack	Choudwar	Choudwar-I
139	Cuttack	CED, Cuttack	Choudwar	Choudwar-II
140	Cuttack	CED, Cuttack	Choudwar	Charibatia
141	Cuttack	CED, Cuttack	Gopalpur	Govindapur
142	Cuttack	CED, Cuttack	Gopalpur	Balikuda
143	Cuttack	CED, Cuttack	Gopalpur	Adaspur
144	Cuttack	CED, Cuttack	Niali	Niali
145	Cuttack	CED, Cuttack	Niali	Niali-II
146	Cuttack	CED, Cuttack	Niali	Sithal
147	Cuttack	AED, Athagarh	Athagarh	Athagarh-I
148	Cuttack	AED, Athagarh	Athagarh	Athagarh-II
149	Cuttack	AED, Athagarh	Athagarh	Khuntuni
150	Cuttack	AED, Athagarh	Athagarh	Tigiria
151	Cuttack	AED, Athagarh	Athagarh	Nuapatna
152	Cuttack	AED, Athagarh	Narasingh Pur	Narasinghpur
153	Cuttack	AED, Athagarh	Narasingh Pur	Badamba
154	Cuttack	AED, Athagarh	Narasingh Pur	Kanpur
155	Cuttack	SED, Salipur	Salipur	Salipur
156	Cuttack	SED, Salipur	Salipur	Bahugram

157	Cuttack	SED, Salipur	Salipur	Raisungura
158	Cuttack	SED, Salipur	Salipur	Japakuda
159	Cuttack	SED, Salipur	Mahanga	Mahanga
160	Cuttack	SED, Salipur	Mahanga	Erakana
161	Cuttack	SED, Salipur	Mahanga	Kotapada
162	Cuttack	SED, Salipur	Nischantakoili	Nischantakoili
163	Cuttack	SED, Salipur	Nischantakoili	Asureswar
164	Cuttack	SED, Salipur	Nischantakoili	Orikanta
165	Dhenkanal	DED, Dhenkanal	Dhenkanal	Dhenkanal-I
166	Dhenkanal	DED, Dhenkanal	Dhenkanal	Dhenkanal-II
167	Dhenkanal	DED, Dhenkanal	Dhenkanal	Dhenkanal-III
168	Dhenkanal	DED, Dhenkanal	Dhenkanal	Bhapur
169	Dhenkanal	DED, Dhenkanal	Kamakhyanager	Kamakhyanager
170	Dhenkanal	DED, Dhenkanal	Kamakhyanager	Bhuban
171	Dhenkanal	DED, Dhenkanal	Kamakhyanager	M.K.Gola
172	Dhenkanal	DED, Dhenkanal	Kamakhyanager	R.N.Pur
173	Dhenkanal	DED, Dhenkanal	Kamakhyanager	Kankada Had
174	Dhenkanal	DED, Dhenkanal	Kamakhyanager	Kaliapani
175	Dhenkanal	DED, Dhenkanal	Gandia	Gandia
176	Dhenkanal	DED, Dhenkanal	Gandia	N.Prasad
177	Dhenkanal	DED, Dhenkanal	Gandia	Joranda
178	Dhenkanal	DED, Dhenkanal	Hindol Road	Hindol Road
179	Dhenkanal	DED, Dhenkanal	Hindol Road	Hindol
180	Dhenkanal	DED, Dhenkanal	Hindol Road	K.Kata
181	Dhenkanal	AnED, Angul	Angul	Angul-I
182	Dhenkanal	AnED, Angul	Angul	Angul-II
183	Dhenkanal	AnED, Angul	Angul	Angul-III
184	Dhenkanal	AnED, Angul	Angul	Bantala
185	Dhenkanal	AnED, Angul	Boinda	Boinda
186	Dhenkanal	AnED, Angul	Boinda	Bamur
187	Dhenkanal	AnED, Angul	Boinda	Athamallik
188	Dhenkanal	AnED, Angul	Chendipada	Chendipada
189	Dhenkanal	AnED, Angul	Chendipada	Jarpada
190	Dhenkanal	AnED, Angul	Chendipada	Kosala
191	Dhenkanal	TED, Chainapal	Chainapala	Chainapal
192	Dhenkanal	TED, Chainapal	Chainapala	Meramundali
193	Dhenkanal	TED, Chainapal	Chainapala	Banarapal
194	Dhenkanal	TED, Chainapal	Talcher	Talcher
195	Dhenkanal	TED, Chainapal	Talcher	Hatatota
196	Dhenkanal	TED, Chainapal	Talcher	Balanda
197	Dhenkanal	TED, Chainapal	Talcher	Kaniha
198	Dhenkanal	TED, Chainapal	Talcher	Samal
199	Dhenkanal	TED, Chainapal	Pallahara	Pallahara
200	Dhenkanal	TED, Chainapal	Pallahara	Khamar
201	Dhenkanal	TED, Chainapal	Pallahara	Parabil
202	Dhenkanal	TED, Chainapal	Pallahara	Rengali
203	Dhenkanal	TED, Chainapal	Parajanga	Parajanga
204	Dhenkanal	TED, Chainapal	Parajanga	Parajanga-II
205	Paradeep	KED-I, Kendarapada	Kendarapada	Kendarapada-I
206	Paradeep	KED-I, Kendarapada	Kendarapada	Kendarapada-II



207	Paradeep	KED-I, Kendarapada	Kendarapada	Kendarapada-III
208	Paradeep	KED-I, Kendarapada	Kendarapada	Indupur
209	Paradeep	KED-I, Kendarapada	Kendarapada	Danapur
210	Paradeep	KED-I, Kendarapada	Kendarapada	Chhata
211	Paradeep	KED-I, Kendarapada	Patamundei	Patamundei-I
212	Paradeep	KED-I, Kendarapada	Patamundei	Patamundei-II
213	Paradeep	KED-I, Kendarapada	Patamundei	Patamundei-III
214	Paradeep	KED-I, Kendarapada	Patamundei	Patrapur
215	Paradeep	KED-I, Kendarapada	Patamundei	Dandisahi
216	Paradeep	KED-I, Kendarapada	Aul	Aul
217	Paradeep	KED-I, Kendarapada	Aul	Bhoimpur
218	Paradeep	KED-I, Kendarapada	Aul	Rajkanika
219	Paradeep	KED-I, Kendarapada	Aul	Olavar
220	Paradeep	KED-I, Kendarapada	Rajnagar	Rajanagar-I
221	Paradeep	KED-I, Kendarapada	Rajnagar	Rajanagar-II
222	Paradeep	KED-I, Kendarapada	Rajnagar	Talachua
223	Paradeep	KED-II, Marshaghai	Marshaghai	Marshaghai-I
224	Paradeep	KED-II, Marshaghai	Marshaghai	Marshaghai-II
225	Paradeep	KED-II, Marshaghai	Marshaghai	Garadpur
226	Paradeep	KED-II, Marshaghai	Marshaghai	Korua
227	Paradeep	KED-II, Marshaghai	Mahakalapada	Mahakalapada
228	Paradeep	KED-II, Marshaghai	Mahakalapada	Luna
229	Paradeep	KED-II, Marshaghai	Mahakalapada	Babur
230	Paradeep	JED, Jagatsinghpur	Jagatsinghpur	Jagatsinghpur-I
231	Paradeep	JED, Jagatsinghpur	Jagatsinghpur	Jagatsinghpur-II
232	Paradeep	JED, Jagatsinghpur	Jagatsinghpur	Jagatsinghpur-III

233	Paradeep	JED, Jagatsinghpur	Jagatsinghpur	Dhiasahi
234	Paradeep	JED, Jagatsinghpur	Balikuda	Balikuda-I
235	Paradeep	JED, Jagatsinghpur	Balikuda	Balikuda-II
236	Paradeep	JED, Jagatsinghpur	Balikuda	Nuagaon
237	Paradeep	JED, Jagatsinghpur	Raghunathpur	Raghunathpur
238	Paradeep	JED, Jagatsinghpur	Raghunathpur	Biridi
239	Paradeep	PED, Paradeep	Paradeep	Paradeep
240	Paradeep	PED, Paradeep	Paradeep	Bhutmundei
241	Paradeep	PED, Paradeep	Titrol	Tritol
242	Paradeep	PED, Paradeep	Titrol	Kolar
243	Paradeep	PED, Paradeep	Titrol	Erasama
244	Paradeep	PED, Paradeep	Kujanga	Kujanga
245	Paradeep	PED, Paradeep	Kujanga	Rahama
246	Paradeep	PED, Paradeep	Kujanga	Chatua

Annexe XI B

BA Money Receipt Trend - SEM

Division	BA Consumer Base	Total Consumer Inv	Mar'22	Apr'22	May'22	Jun'22	Jul'22	Aug'22	Sep'22	Oct'22	Nov'22	Dec'22	Jan'23	Feb'23	Mar'23	Grand Total	Mar'22	Apr'22	May'22	Jun'22	Jul'22	Aug'22	Sep'22	Oct'22	Nov'22	Dec'22	Jan'23	Feb'23	Mar'23		
CID	17361	13125	4266	7970	7928	7928	7928	7779	8127	8161	8114	8746	9171	8077	8912	120268	64.1%	62.3%	60.9%	60.9%	62.4%	60.8%	63.6%	63.2%	66.7%	70.2%	71.2%	70.6%	70.0%		
AID	10547	11008	6107	6985	6470	6470	6816	6323	7204	7077	7186	7679	7361	7157	8245	84991	58.3%	66.2%	61.3%	61.3%	64.6%	69.3%	67.3%	67.0%	63.9%	62.9%	62.4%	66.3%	66.3%		
ND	15326	16572	11544	10983	10782	10782	11161	10184	11582	11075	11518	12611	12044	11081	13048	137772	76.7%	66.8%	66.0%	66.0%	67.9%	67.9%	67.4%	67.4%	70.5%	70.5%	72.1%	74.2%	74.2%		
CID	17904	18104	13197	11865	12009	12009	11626	10997	13718	11763	12104	13661	12401	12811	15018	149762	74.2%	66.2%	68.6%	68.6%	68.9%	69.5%	69.1%	69.2%	68.1%	69.2%	71.7%	71.7%	74.4%		
RED-1	19122	19181	14186	13172	12791	12791	13409	12892	13191	13400	13026	14378	14446	14327	15329	193388	74.2%	68.1%	66.2%	66.2%	66.2%	66.4%	66.4%	66.9%	67.4%	74.8%	74.8%	78.1%	78.1%		
RED-2	9087	9138	7686	6981	6818	6818	6798	6704	7083	6972	7068	7303	7125	7489	7720	86434	84.0%	76.8%	75.0%	75.0%	76.3%	76.4%	77.0%	76.7%	78.0%	80.3%	80.6%	81.8%	87.2%		
COB-1	11781	12885	3751	3120	3020	3020	3071	3050	3070	3050	3050	3233	3386	3182	3197	31744	71.8%	69.2%	68.1%	68.1%	68.1%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	68.0%	
SD	8401	10187	7040	4718	4933	4933	5090	5004	5487	5497	5846	6280	6036	6137	7545	67674	74.9%	50.0%	53.0%	53.0%	54.0%	53.2%	58.3%	58.0%	62.1%	66.7%	64.0%	65.4%	80.1%		
BDN-2	3255	3262	2954	2968	2968	2968	2968	2968	2968	2968	2968	2968	2968	2968	2968	2968	92.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	94.4%	
BD	11989	12785	8638	8415	684	684	8214	804	838	7885	8449	9628	8814	8450	10469	10231	80.8%	70.1%	67.0%	67.0%	76.8%	76.8%	69.9%	65.7%	70.4%	80.7%	71.8%	70.4%	87.3%		
ANED	7434	117407	9072	46204	48135	48135	47354	48206	51425	51099	51444	53625	54874	54513	60122	61778	67.8%	62.4%	64.8%	64.8%	64.8%	63.8%	66.4%	68.7%	68.2%	68.2%	69.5%	71.6%	72.8%	80.3%	
TD	8073	11441	5349	4892	4911	4911	5261	5299	5423	5378	5169	5527	5480	4984	5744	59354	66.4%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%	60.8%
FD	14812	17287	11682	8612	9044	9044	10019	9730	10002	9734	10049	10931	10977	9941	11631	119741	78.9%	58.1%	61.0%	61.0%	67.6%	65.6%	66.1%	66.1%	68.0%	71.8%	69.5%	67.1%	78.8%		
ED	12915	12628	10630	9918	9447	9447	9511	9778	9609	9769	9656	10478	10141	10718	10349	11711	65.7%	61.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	62.2%	
POP	881	10152	419	460	438	438	486	514	511	497	487	519	4936	517	5474	5181	47.8%	50.3%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%	
RD	16698	17300	12495	11048	11714	11714	11373	11334	12472	12020	12190	12677	12242	12149	13017	144350	74.8%	66.1%	70.1%	70.1%	68.1%	69.8%	71.1%	72.3%	72.8%	72.8%	75.8%	73.1%	72.7%	77.8%	
ND	7288	17243	1179	1812	1910	1910	1866	1782	1864	1780	1773	1976	1850	1921	1884	23627	92.2%	69.5%	86.9%	86.9%	89.6%	89.6%	77.8%	81.2%	78.0%	75.4%	87.2%	82.7%	85.0%		
BAED	5938	10478	4999	4205	4427	4427	4427	3813	4582	4664	4426	4836	4935	4857	4610	4742	54269	82.8%	71.0%	74.0%	74.0%	68.1%	76.8%	78.0%	73.8%	81.3%	81.3%	85.7%	79.3%		
Grand Total	174088	200202	126181	114768	110476	110476	114248	110600	122218	118056	120700	130789	124088	124924	130838	1462000	74.8%	65.5%	66.2%	66.2%	67.0%	67.0%	67.0%	67.0%	68.0%	68.0%	74.1%	72.4%	71.9%	78.2%	

**Annexure-XI C**  
**3 days advance Security Amt**

Division Code	Division	April	May	June	July	August	September	October	November	December	January	February	March	Total	Average per day	Security Amount in Lac to be deposited by BA as BG/Cash to Central Finance
BCDD-2	BCDD-2	276.45	293.27	315.89	299.41	242.32	178.78	154.98	135.95	131.17	103.56	101.68	140.22	<b>2,373.70</b>	6.50	19.51
BED	BED	105.52	81.32	131.22	119.85	112.62	104.26	92.75	84.00	75.71	59.31	62.04	90.10	<b>1,118.70</b>	3.06	9.19
NED	Nimapara	500.77	513.70	645.14	589.45	525.79	716.80	551.41	490.38	704.59	376.66	361.55	1,024.37	<b>7,000.60</b>	19.18	57.54
KHD	Khordha	613.41	658.03	756.30	721.83	634.03	698.55	636.81	549.11	498.84	415.34	405.55	746.61	<b>7,334.40</b>	20.09	60.28
NYD	Nayagarh	97.15	110.95	118.93	110.24	96.77	121.80	99.68	82.29	87.26	70.05	73.10	119.71	<b>1,187.91</b>	3.25	9.76
BAED	Balugaon	223.14	240.74	267.11	232.03	241.28	242.21	227.23	205.64	206.80	165.14	135.98	274.18	<b>2,661.48</b>	7.29	21.88
PED	Puri	581.02	590.97	711.23	732.18	653.90	832.23	650.64	607.35	623.61	440.95	430.53	1,212.94	<b>8,067.55</b>	22.10	66.31
CDD-2	CDD-2	346.97	410.04	406.51	340.10	340.91	347.62	312.78	290.61	252.85	194.86	186.24	254.02	<b>3,683.51</b>	10.09	30.28
CED	CEd	487.28	485.95	518.14	522.76	475.73	481.67	471.41	434.68	455.03	347.44	325.59	1,044.28	<b>6,049.97</b>	16.58	49.73
AED	Athagarh	300.58	278.31	310.97	290.59	268.30	301.55	281.46	241.02	327.96	198.57	190.80	711.63	<b>3,701.73</b>	10.14	30.43
SED	Salepur	263.47	262.62	285.90	293.93	269.73	288.73	269.09	244.97	214.29	185.04	187.08	958.89	<b>3,723.73</b>	10.20	30.61
DED	Dhenkanal	578.37	588.85	628.32	568.68	532.55	586.19	510.86	460.49	452.57	373.62	380.28	886.43	<b>6,547.20</b>	17.94	53.81
ANED	Angul	313.79	372.02	374.50	350.96	313.39	319.94	303.33	254.95	227.11	211.25	213.99	295.92	<b>3,551.15</b>	9.73	29.19
TED	Talcher	274.53	305.57	325.43	273.88	261.67	278.86	242.66	217.18	222.26	184.31	181.45	272.21	<b>3,040.01</b>	8.33	24.99
KED-1	Kendrapara	562.55	578.62	663.69	658.90	623.95	649.17	596.33	482.96	373.75	346.05	345.02	564.16	<b>6,445.13</b>	17.66	52.97
KED-2	Marshaghai	220.62	234.85	248.75	251.88	248.09	243.33	242.69	185.52	139.11	125.76	131.86	234.31	<b>2,506.80</b>	6.87	20.60
JED	Jagatsinghpur	380.80	420.11	465.93	443.06	424.77	429.88	404.56	332.64	271.71	252.23	263.78	482.73	<b>4,572.21</b>	12.53	37.58
POP	Paradeep	46.24	46.33	59.10	56.01	53.22	55.93	53.30	49.60	40.01	35.11	36.25	44.15	<b>575.27</b>	1.58	4.73
<b>Total</b>		<b>6,172.65</b>	<b>6,472.26</b>	<b>7,233.07</b>	<b>6,855.75</b>	<b>6,319.01</b>	<b>6,877.50</b>	<b>6,101.96</b>	<b>5,349.34</b>	<b>5,304.62</b>	<b>4,085.26</b>	<b>4,012.77</b>	<b>9,356.87</b>	<b>74,141.07</b>	<b>203.13</b>	<b>609.38</b>

**Annexure-XI D**  
**BA Money Receipt Trend - NSBM**

Division	Mar'22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Grand Total
CED	1028	900	1328	1384	1461	1338	1286	1578	1677	1601	1641	1668	1864	18754
AED	506	497	618	685	648	676	642	657	664	733	616	626	856	8424
NED	1330	631	1031	1252	1108	1171	1316	1070	1278	1514	1311	1481	2081	16574
DED	1159	1121	1157	1148	1069	1502	1556	1318	1479	1676	1531	1498	2014	18228
KED-1	209	192	243	307	295	266	257	272	279	334	313	296	353	3616
KED-2	70	121	140	153	183	199	135	149	128	108	123	110	180	1799
CDD-2	424	400	595	413	425	487	466	460	436	491	476	424	490	5987
SED	626	405	631	704	707	791	827	762	756	896	854	893	1002	9854
BCDD-2	160	163	267	309	315	277	92	86	86	64	75	68	89	2051
BED	151	149	169	195	205	185	172	199	178	206	206	180	190	2385
ANED	1792	1380	1193	1370	1258	1304	1364	1408	1476	1367	1360	1384	1747	18403
TED	1256	1195	1033	1152	884	812	820	876	925	1088	1085	951	1004	13081
PED	3025	2258	2250	680	630	718	828	855	1028	973	929	994	1432	16600
JED	922	865	914	999	1091	1125	1098	1086	1111	1206	1252	1337	1438	14444
PDP	577	495	488	483	492	477	525	539	534	496	508	434	524	6572
KHD	703	546	601	618	667	730	960	683	722	760	650	640	976	9256
NYD	938	528	740	760	767	735	1085	934	933	1059	937	864	1311	11591
BAED	651	492	625	661	524	543	595	593	597	685	633	533	684	7816
<b>Grand Tot:</b>	<b>15527</b>	<b>12338</b>	<b>14023</b>	<b>13273</b>	<b>12729</b>	<b>13336</b>	<b>14024</b>	<b>13525</b>	<b>14287</b>	<b>15257</b>	<b>14500</b>	<b>14381</b>	<b>18235</b>	<b>185435</b>

**Annexure-XI E**  
**OCR Reading Trend**

Optical Character Recognition (OCR) Trend								
Division	SBM Consumer Count Apr'23	Dec'22	% OCR	Jan'23	% OCR	Feb'23	% OCR	Mar'23
CDD-2,CUTTACK	76084	63755	84%	67825	89%	69297	91%	69434
BCDD-2 ,BHUBANESWAR	177783	82258	46%	81103	46%	86684	49%	86225
KHD , KHURDA	177100	62756	35%	77679	44%	90205	51%	87667
AED,ATHAGADA	111499	54870	49%	53167	48%	60513	54%	61217
BED,BHUBANESWAR	134468	72396	54%	74078	55%	79404	59%	80388
SED , SALIPUR	105052	35851	34%	40029	38%	45624	43%	44613
CDD-1,CUTTACK	76802	67464	88%	68311	89%	67659	88%	69670
CED,CUTTACK	131591	70122	53%	72199	55%	78069	59%	76359
Angul Division	153866	99167	64%	101092	66%	105388	68%	107703
BAED,Balugaon	106865	46284	43%	55923	52%	60040	56%	58602
NAYAGARH Div	199371	74898	38%	89507	45%	112046	56%	115469
PDP,PARADEEP	103970	53831	52%	53517	51%	62093	60%	62084
TED ,TALCHER	134890	78635	58%	81836	61%	80591	60%	86252
KED2,MARSHAGHAI	92955	12655	14%	2689	3%	11823	13%	12093
JED,JAGATSINGPUR	127834	93978	74%	107986	84%	110577	87%	112086
KED1,KENDRAPARA	197626	47615	24%	47125	24%	59735	30%	63689
PED,PURI	167044	77500	46%	79670	48%	94766	57%	95176
DED,DHENKANAL	181266	51150	28%	50309	28%	61954	34%	62768
NED , NIMAPARA	172449	84267	49%	84899	49%	99458	58%	97584
BCDD-1 ,BHUBANESWAR	59455	29473	50%	30018	50%	31387	53%	30747
<b>Grand Total</b>	<b>2687970</b>	<b>1258925</b>	<b>47%</b>	<b>1318962</b>	<b>49%</b>	<b>1467313</b>	<b>55%</b>	<b>1479826</b>

## Annexure-XI F

Age Analysis of Provisional Billing Mar-2023														%
MR Note	Months ageing												Grand Total	
	1	2	3	4	5	6	7	8	9	10	11	12		
HL (House Lock)	22627	5187	2668	1471	887	607	605	433	317	357	154	439	35752	32%
MF (Meter faulty)	12164	5454	3913	2658	2474	831	858	621	538	653	619	3223	34006	30%
NM (No Meter)	3757	701	743	575	636	444	486	274	243	354	236	4475	12924	11%
DC (Disconnected)	5333	1935	1558	759	472	365	271	254	69	77	23	79	11195	10%
OA (abnormal high/low reading)	6871	1519	663	502	352	197	159	388					10651	9%
Others	3048	776	399	217	152	98	174	84	72	324	55	127	5526	5%
NR (Not Read)	2810	105	54	37	46	3							3055	3%
<b>Grand Total</b>	<b>56610</b>	<b>15677</b>	<b>9998</b>	<b>6219</b>	<b>5019</b>	<b>2545</b>	<b>2553</b>	<b>2054</b>	<b>1239</b>	<b>1765</b>	<b>1087</b>	<b>8343</b>	<b>113109</b>	<b>100%</b>
<b>%</b>	<b>50%</b>	<b>14%</b>	<b>9%</b>	<b>5%</b>	<b>4%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>1%</b>	<b>2%</b>	<b>1%</b>	<b>7%</b>	<b>100%</b>	

Note: 40822 consumers are more than 2 times provisional billed till Mar'23.

**Annexure-XI G**

<b>Division Wise Provisional Billing Performance Including Unbilled &amp; Not Read</b>											
<b>Division</b>	<b>Jun-22</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>% Improvement</b>
TED	15.64%	15.34%	14.49%	12.75%	11.90%	9.55%	9.40%	10.01%	12.68%	8.48%	-4.20%
NYD	9.34%	8.96%	9.20%	8.88%	9.08%	9.14%	8.90%	8.72%	9.24%	6.93%	-2.31%
KHD	9.84%	9.83%	10.56%	8.97%	9.43%	9.10%	8.42%	7.85%	8.71%	6.57%	-2.14%
BED	10.37%	10.67%	9.84%	8.95%	9.66%	7.33%	5.15%	4.63%	5.39%	3.55%	-1.84%
PED	13.08%	12.67%	12.84%	10.11%	10.33%	8.66%	8.12%	7.32%	7.55%	6.35%	-1.20%
BCDD-1	7.64%	8.47%	7.48%	5.80%	6.53%	4.82%	2.96%	2.74%	3.45%	2.33%	-1.12%
KED1	9.77%	12.50%	9.13%	6.38%	6.08%	6.41%	7.24%	4.96%	4.41%	3.30%	-1.12%
BCDD-2	8.80%	8.58%	8.43%	7.70%	7.60%	6.56%	5.10%	4.72%	4.98%	3.89%	-1.09%
BAED	5.82%	7.87%	6.66%	6.42%	6.57%	4.96%	5.04%	4.77%	5.10%	4.44%	-0.66%
DED	13.23%	12.31%	10.70%	9.99%	9.56%	7.84%	7.49%	8.65%	6.11%	5.48%	-0.62%
SED	17.56%	15.58%	16.27%	11.99%	12.02%	9.57%	9.19%	9.52%	9.65%	9.17%	-0.48%
PDP	9.99%	8.32%	8.22%	6.15%	5.95%	6.73%	5.62%	5.53%	5.16%	4.80%	-0.36%
AED	17.67%	15.50%	14.76%	11.97%	10.77%	8.50%	8.30%	7.34%	6.47%	6.11%	-0.35%
ANED	8.31%	7.84%	7.67%	6.12%	5.52%	4.93%	4.66%	4.79%	5.00%	4.65%	-0.35%
JED	4.41%	4.33%	3.06%	2.90%	2.96%	2.50%	2.58%	2.61%	2.70%	2.39%	-0.31%
CDD-1	4.87%	3.94%	3.65%	3.05%	3.13%	2.98%	2.31%	2.51%	2.48%	2.18%	-0.31%
KED2	7.81%	7.99%	8.00%	6.80%	6.67%	5.19%	4.47%	4.06%	3.92%	3.77%	-0.15%
NED	11.54%	9.67%	9.32%	7.66%	7.33%	6.21%	5.90%	5.60%	5.43%	5.30%	-0.14%
CDD-2	4.66%	3.51%	3.04%	2.90%	2.81%	1.94%	2.35%	2.27%	2.08%	2.04%	-0.04%
CED	15.24%	12.76%	12.61%	10.37%	9.82%	7.89%	7.61%	5.99%	5.49%	5.99%	0.51%
<b>Grand Total</b>	<b>10.58%</b>	<b>10.18%</b>	<b>9.61%</b>	<b>8.10%</b>	<b>7.97%</b>	<b>6.89%</b>	<b>6.43%</b>	<b>6.08%</b>	<b>6.12%</b>	<b>5.10%</b>	<b>-1.02%</b>



<b>Proposed WSHG Deployment Plan for Collection Activities( MBC BA to carry out collection activities till the deployment of WSHGs )</b>				
<b>Sl. No</b>	<b>Name of Division</b>	<b>Name of Section</b>	<b>Proposed No. of WSHGs</b>	<b>Approximate No. of Consumers</b>
1	Dhenkanal	Gondia	4	32500
		Nihal Prasad	3	
		Joranda	2	
		Kankadahada	6	
		Hindol	4	
		Khajuriakata	6	
2	Kendrapada	Aul	4	52000
		Olabhar	1	
		Rajkanika	20	
		Rajnagar	7	
		Talachua	4	
		Bhuinpur	4	
3	Marshaghai	Garadpur	12	42900
		Korua	5	
		Luna	16	
4	Salepur	Kothapada	2	7800
		Erkana	3	
		Mahanga	1	
5	CED	Badchana	15	72800
		Balichandrapur	13	
		Chattia	8	
		Tangi	20	
6	Puri	Delanga	16	93600
		Brahmagiri	17	
		Chandanpur	6	
		Kanas	14	
		Sadar	5	
		Sunamuhein	14	
7	Paradip	Paradip	7	9100
		Chatua	3	
<b>Grand Total</b>			<b>242</b>	<b>310700</b>

These WSHGs will only carryout all the MBC activities, **excluding Meter Reading in those areas will be carried by MBC BAs.**

**DISCONNECTION NOTICE**

No

**PAY Your Arrears Immediately to avoid Disconnection**

Sub: Notice of Disconnection under Section 56 (1) of The Electricity Act, 2003 against supply of electricity

Consumer No.: ..... Bill Super. Mobile No.: .....

Dated : ..... Route No.: .....

JM (Com)/Eng. No.: .....

Name: .....

Dear Sir/Madam,

“ This is a reminder notice to the earlier DC notice served for an arrear amount of ₹..... Since the collection is not received so far, your connection is liable to be disconnected at any time”

In this context kindly note that in case of any unauthorized reconnection of a disconnected supply of the above referred connection the same shall be punishable under Section 135, 136 & 138 of the Electricity Act 2003 with imprisonment up to three years and / or with fine of up to ₹ 10000.00 (Ten Thousand), in addition to above said amount already due.

N.B: In case you have paid the dues as mentioned above and/or any stay order has been obtained from any Hon'ble Court/Learned Forum, please ignore this Notice. On such case, either produce the money receipt of such payment at the time of Disconnection, or hand over the order to our authorized officer of TPCODL.

.....  
**Authorised  
Signatory**

**DISCONNECTION NOTICE**

No

**PAY Your Arrears Immediately to avoid Disconnection**

Sub: Notice of Disconnection under Section 56 (1) of The Electricity Act, 2003 against supply of electricity

Consumer No.: ..... Bill Super. Mobile No.: .....

Dated : ..... Route No.: .....

JM (Com)/Eng. No.: .....

Name: .....

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.....  
**Authorised  
Signatory**



<b>Site Verification Report ସାଇଟ୍ ୟାଞ୍ଚ ରିପୋର୍ଟ</b>	
CA No / Legacy No : ଉପଭୋକ୍ତା / କଷ୍ଟିମାନ ନମ୍ବର	
Consumer Name : ଉପଭୋକ୍ତାଙ୍କ ନାମ	
Consumer Address : ଉପଭୋକ୍ତାଙ୍କ ଠିକଣା	
Consumer's Phone Number : ଉପଭୋକ୍ତାଙ୍କ ଫୋନ୍ ନମ୍ବର	
Division : ଡିଭିଜନ	
Sub-Division : ସବ-ଡିଭିଜନ	
Section : ସେକ୍ସନ	

<b>Meter &amp; Connection Details ମିଟର ଓ କନେକ୍ସନ୍ ସମ୍ବନ୍ଧୀୟ</b>	
Meter Number at Site : ସାଇଟ୍ ରେ ଥିବା ମିଟର ନମ୍ବର	
Seal Number : ସିଲ୍ ନମ୍ବର	
Seal Status : ସିଲ୍ ର ସ୍ଥିତି	( ) OK ଠିକ୍ ଅଛି ( ) No Seal ସିଲ୍ ନାହିଁ ( ) Tampered ସିଲ୍ ଖରାପ ଅଛି
Type of Premise : ପରିସରର ପ୍ରକାର	( ) DOM ଘରୋଇ ( ) GPS ବାଣିଜ୍ୟ ( ) GOVT ସରକାରୀ
Meter Location : ମିଟର ଲାଗିଥିବା ସ୍ଥାନ	( ) Inside ଭିତରେ ( ) Outside ବାହାରେ


<b>No Meter (NM) / Defective Meter (DF) Case ମିଟର ନଥିବା ଅବା ଖରାପ ମିଟର ସମ୍ବନ୍ଧୀୟ</b>	
Removed by our DC Squad / Vigilance Team? ଆମ ଡିସି ସ୍କ୍ୱାଡ୍ / ଭିଜିଲାନ୍ସ ଟୀମ୍ ମିଟର କାଢ଼ି ଦେଇଛନ୍ତି କି ?	( ) Yes ହଁ ( ) No ନା
Whether Meter is stolen? ମିଟର ଚୋରି ହୋଇଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା
Meter not installed since CESU Period? ସେସୁ ସମୟରୁ ମିଟର ଲାଗିନାହିଁ କି ?	( ) Yes ହଁ ( ) No ନା
Premises is Demolished? ଘର ଭାଙ୍ଗି ଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା
Is Meter Burnt or damaged? ମିଟର ଜଳିଯାଇଛି କିମ୍ବା ଭାଙ୍ଗିଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା
No Meter Display? ମିଟରର ଡିସ୍ପ୍ଲେ ଖରାପ ହୋଇଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା
Whether Meter is stopped? ମିଟରଟି ବନ୍ଦ ହୋଇଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା

<b>Premises Locked (PL) / Disconnected (DC) Case ଗୃହ ବନ୍ଦ ଅଥବା ଲାଲନ ନଥିବା ସମ୍ବନ୍ଧୀୟ</b>	
Supply is disconnected due to Non Payment? ଦେୟ ନ ଦେବାରୁ ଲାଲନ କଟା ଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା
Supply is disconnected due to Vigilance Case? ଭିଜିଲାନ୍ସ କେସ ପାଇଁ ଲାଲନ କଟା ଯାଇଛି କି ?	( ) Yes ହଁ ( ) No ନା
Premises is locked Permanently? ଘରଟି ସ୍ଥାୟୀ ଭାବରେ ବନ୍ଦ ଅଛି କି ?	( ) Yes ହଁ ( ) No ନା
Premises is locked Temporarily? ଘରଟି ଅସ୍ଥାୟୀ ଭାବେ ବନ୍ଦ ଅଛି କି ?	( ) Yes ହଁ ( ) No ନା
Consumer has another connection in the same plot? ଉପଭୋକ୍ତାଙ୍କ ଅନ୍ୟ ଏକ ଲାଲନ ସେହି ଜମିରେ ଅଛି କି ?	( ) Yes ହଁ ( ) No ନା

<b>Site Inspection and Meter Reading Details ସାଇଟ୍ ୟାଞ୍ଚ ଏବଂ ମିଟର ରିଡିଂ ସମ୍ବନ୍ଧୀୟ</b>	
Date of Site Visit ସାଇଟ୍ ପରିଦର୍ଶନ ତାରିଖ :	Time of Site Visit ସାଇଟ୍ ପରିଦର୍ଶନ ସମୟ :
KWH Reading ରିଡିଂ:	MDI Reading ରିଡିଂ :

<b>Additional Remarks ଅତିରିକ୍ତ ଟିପ୍ପଣୀ</b>

<b>Signature ଦସ୍ତଖତ</b>		
Consumer's Name & Signature ଉପଭୋକ୍ତାଙ୍କ ନାମ ଓ ଦସ୍ତଖତ	TPCODL Representative Name & Signature ଟିପିସିଓଡିଏଲ୍ ପ୍ରତିନିଧିଙ୍କ ନାମ ଓ ଦସ୍ତଖତ	Verifying Officer Name & Signature ଯାଞ୍ଚକରା ଅଧିକାରୀଙ୍କ ନାମ ଓ ଦସ୍ତଖତ

	TP CENTRAL ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT- SERVICE ORDERS	
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<b>29.0</b>	<b>SUGGESTIONS &amp; FEEDBACK</b>
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<b>31.0</b>	<b>LIST OF ANNEXURES</b>

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## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2.0 ETHICS

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



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### **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

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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,

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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.

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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.

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- 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

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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
<b>A</b>	<b>For bidders already Registered with TPCODL</b>	<b>100</b>
<b>A.1.</b>	<b>No violation of statutory compliances in last 1 year.</b> Deduction of 2 marks for each instance of violation in last 1 year.	20
	<b>Safety</b> 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
	<b>Timely Execution of Contracts</b> Total Achieved Score = {30 – 3 x (Avg. percentage LD deductions in last 2 years)}	30
<b>A.3.</b>	<b>Legal Issues with TPCODL</b> Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
<b>B</b>	<b>Bidders new to TPCODL</b>	<b>100</b>
<b>B.1.</b>	<b>Visits</b> 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	

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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). <b>Safety</b> Score achieved against BA Safety Management System Questionnaire	20
B.2.	<b>Client Referrals</b> 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"> <li>▪ Govt. Organizations/ PSUs/ Power Distribution Utilities.</li> <li>▪ Private Organizations with an annual turnover of &gt;= 500 cr.</li> </ul> PO copies or Completion Certificates will be admissible. Each reference: 10 marks	30
B.3.	<b>Blacklisting Information</b> 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.

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## 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.



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### 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.

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## 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.

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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:**

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- 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.

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## **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:

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- 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.

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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:

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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.



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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

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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.

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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.

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“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

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- 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

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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 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

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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.

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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**



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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.

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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](http://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](http://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

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**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)

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**ANNEXURE- B**

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

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

**Note:**

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

**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

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

6. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to "the Vendor's" liabilities in respect of the premises
7. This guarantee shall not be affected by any change in the constitution of our Bank or "the Vendor" or for any other reason whatsoever.
8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at 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<br>Banks full address        |
| 2. _____ | Designation of Signatory<br>Bank official number |

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**ANNEXURE-C**

**PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE**

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

(To be submitted by the Associate to 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)**

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**ANNEXURE – D**

**PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”**

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

**(Certificate No. CCP/001)**

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

By this confirmation we, \_\_\_\_\_  
(Associate) are formally bound to M/s. 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)**

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**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**



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## **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.

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

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

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- 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).

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- 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 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ 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

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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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

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If yes, furnish details:

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

Name \_\_\_\_\_ of \_\_\_\_\_ Insurance \_\_\_\_\_ Company \_\_\_\_\_

.....

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

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

**C. Details of workers to be engaged**

**No. of Workers**

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

**\* Number to be indicated**

I/We shall fulfil all obligations arising from and under all relevant law in force from time to time. I/We undertake to keep the 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)**

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**Form X**

**Undertaking**

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

( \_\_\_\_\_ )  
\_\_\_\_\_

Date:

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**Form XI**

**Undertaking**

With reference to the contract job awarded by M/s TP 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 \_\_\_\_\_



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**FORM- VI A**

**Notice for Commencement /Completion of contract work**

I/We, Sh. / M/s \_\_\_\_\_ (Name and Address of the Contractor) hereby intimate that the contract work \_\_\_\_\_ (name of work) in establishment of the \_\_\_\_\_ (name and address of the Principal Employer) for \_\_\_\_\_ which License No. \_\_\_\_\_ dated \_\_\_\_\_ 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 –

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- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_
- (iii) Drinking water : \_\_\_\_\_
- (iv) Crèches : \_\_\_\_\_
- (v) First Aid : \_\_\_\_\_

**Signature of contractor**

Place \_\_\_\_\_

Date \_\_\_\_\_

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**ANNEXURE – G**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

\_\_\_\_\_  
( )

Authorized Signatory

For M/s

Seal

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**ANNEXURE-H**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

<b>Your Name</b>	
<b>Your Designation</b>	
<b>Your Organization</b>	
<b>Contact Nos.</b>	
<b>Email</b>	

*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						

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### SECTION - B

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of 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 <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPCODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPCODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> 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
---	---	---	---	---	---	---	---	---	----

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### 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 &amp; 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 &amp; quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

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## ANNEXURE - I

### ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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**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)

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:

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.

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

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

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

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

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
  - 4.2 Distribution Projects – *Annexure 3.2*
  - 4.3 EHV Projects – *Annexure 3.3*
  - 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
  - 4.5 Civil / Generation Projects – *Annexure 3.5*
  - 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AMI, MRG, etc. – *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.

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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.



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**5.4 Site Skilled Personnel:** For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by 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

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5.6.2 BA is expected to initially train and judge the capability of the workman at his own end before further recommending the workmen for Competency assessment. If any BA workman sent for competency assessment. 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.

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

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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:

<b>Safety Violation Escalation &amp; Monitoring process</b>	
<b>Action</b>	<b>Responsibility</b>
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 3<sup>rd</sup> 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 <b>MAJOR</b> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>F</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	<b>F</b>	<b>G</b>	<b>G</b>	<b>H</b>	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	<b>G</b>	<b>G</b>	<b>H</b>	<b>I</b>	
4	Single fatality	<b>J</b>	<b>K</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>K</b>				
<b>Legend</b>	<b>Action to be taken</b>	<b>Responsibility</b>		<b>Penalty (in Rs.)</b>		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>F</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>G</b>	Memo to BA and levy of penalty	Head of Group		20,000/-		
<b>H</b>	Memo to BA and levy of penalty	Head of Group		50,000/-		
<b>I</b>	Memo to BA and levy of penalty	Head of Department		2,00,000/-		
<b>J</b>	Memo to BA and levy of penalty	Head of Department		5,00,000/-		
<b>K</b>	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 <b>MINOR</b> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
<b>Legend</b>	<b>Action to be taken</b>	<b>Responsibility</b>		<b>Penalty (in Rs.)</b>		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
<b>N</b>	Memo to BA and levy of penalty	Head of Group		25,000/-		
<b>O</b>	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
<b>P</b>	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
<b>Q</b>	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**

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

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

### **6.3.2 COMPENSATION FOR BA PERSONNEL**

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

#### **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



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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 -

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**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>							
- <b>Is there a written company Safety policy?</b>				1			
- If yes provide a copy of the policy, if No please refer Note 1.							
- <b>Does the company have an Safety Management system</b>				1			
- If yes provide details, if No please refer Note 1.							
- <b>Is there a company Safety Management System manual or plan?</b>				2			
- If yes provide a copy of the content page(s), if No please refer Note 1.							
- <b>Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b>				2			
- If yes provide details, if No please refer Note 1.							
<i>Safe Work Practices and Procedures</i>							
- <b>Has the company prepared safe operating procedures or specific safety instructions relevant to</b>				1			

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

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

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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.

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**Annexure 2 (Refer Para 3.2 and 5.8)**

***Risk Assessment Form***

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use appropriate ladder</li> <li>3. Use full body safety harness having double lanyard.</li> <li>4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Refer Work instruction related to Working at Height for other details</li> <li>8. Use of metal scaffold to be ensured in height work (cup lock type)</li> <li>9. Deploy competent workforce who are medically fit</li> </ol>
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>

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"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>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.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> <li>1. Mandatory compliance of TPCODL Road Safety policy W07(COR-P-12)</li> </ol>

*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.

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### Annexure 3.1 (Refer Para 4.0)

#### **General Safety Conditions for the Maintenance of Distribution Network Contracts:**

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of 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.





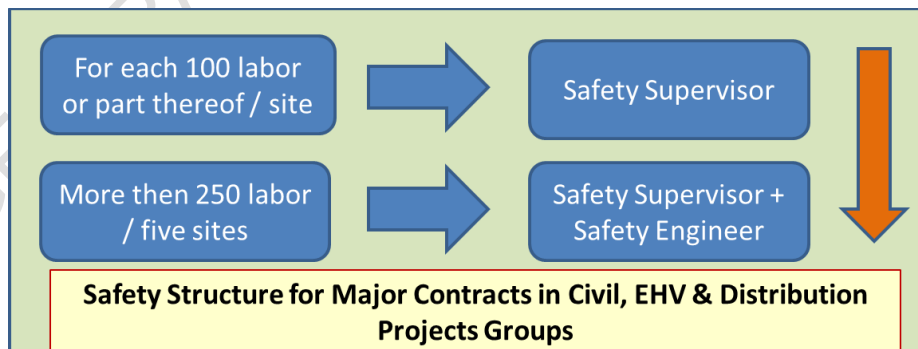
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### Annexure 3.2 (Refer Para 4.0)

#### **General Safety Conditions for the Distribution Projects Major Contracts:**

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of 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.



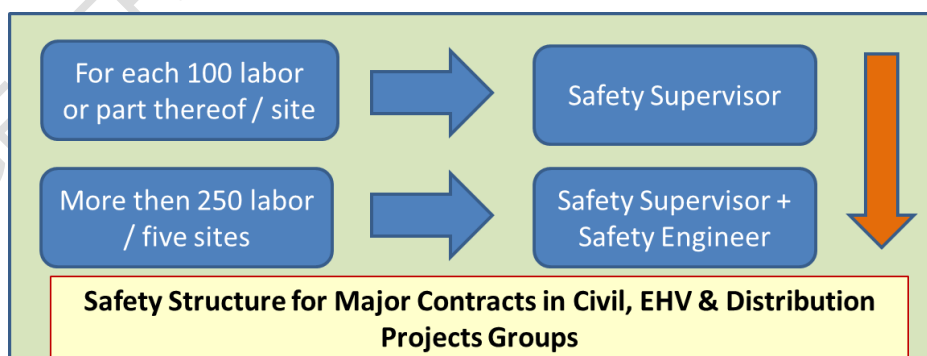
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### Annexure 3.3 (Refer Para 4.0)

#### General Safety Conditions for the major EHV Projects Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of 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.



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### 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.



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### 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.



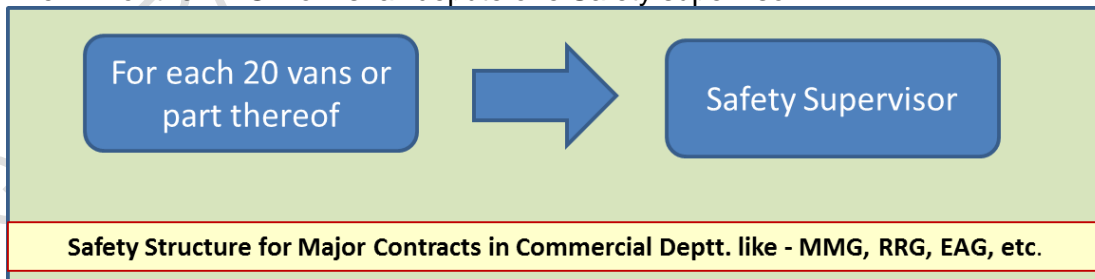
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**Annexure 3.6 (Refer Para 4.0)**

**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.



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### 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.



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**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.

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6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of 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



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**Annexure 5 (Refer Para 5.4)**

**SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR**

**Skill / Qualifications Required for Electrician (*Certificate of Competency Class-II*):**

1. Formal education in ITI – Wireman/ Electrician trade.

OR

2. Working experience of minimum three years of practical wiring.

OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.

4. A candidate must have attained the age of Eighteen years.

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

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.

OR

2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.

AND

Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively

OR

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

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## **Annexure 6 (Refer Para 5.6)**

### **Training Module for BAs Worker & Supervisor**

#### **Training for BA Supervisor**

**Duration – 02 Hrs / Month**

**Methodology:** Lecture and Practical Demonstration of Safety Zone Creation

#### **Session: 1**

**Topic:** Electrical Safety Aspects

#### **Sub Topics:**

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance :
  - Planning of the maintenance job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor of the 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

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

#### **Session: 4**

**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.

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**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)

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**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

**FOR THE MONTH OF.....**

Name of BA : .....

Name of the Project and 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:



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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 5<sup>th</sup> of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.*

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

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**ANNEXURE-L**  
**VENDOR APPRAISAL FORM**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>		
<b>VENDOR:</b>		
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>	
	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 :
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b> :	
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b> :	
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b> :	
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b> :	
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b> :	
<b>7.0</b>	<b>CREDIT LIMIT</b> :	
<b>8.0</b>	<b>TECHNICAL</b>	
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS) :
	8.2	NO. OF DRAUGHTSMAN :
	8.3	COLLABORATION DETAILS (IF ANY) :
		8.3.1 DATE OF COLLABORATION :

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		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF 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	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	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.)	:

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	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	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	:

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	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.

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- **Partnership Firm:** Only such firms shall qualify which have SC/ST partners holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Partnership Deed.
- **Private Limited Company:** Only such firms shall qualify which have SC/ST directors holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall 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.**

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