

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

OPEN TENDER NOTIFICATION**FOR****Rate Contract**

for providing Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery Services for TPCODL / TPNODL / TPSODL / TPWODL for 3 (Three) Years

Tender Enquiry No.: TPCODL / CCG / 2023-24 / 007**Due Date for Tender Fee Submission: 12.07.2023 [15.00 Hrs.]****Due Date for Bid Submission: 17.07.2023 [15.00 Hrs.]****Centralized Contracts Group****(A TATA Power and Odisha Government Joint Venture)****TP Central Odisha Distribution Limited****1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar – 751007**

*Property of TPCOD/TPNODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPNODL/TPSODL/TPWODL*

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-OPEN TENDER SYSTEM**:- Steps for E-tender submission:-**

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

Step 1: The bidder can get primary information about the tender from the Newspaper advertisement / TPCODL / TPNODL / TPSODL / TPWODL website such as <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2: Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit / NEFT / RTGS in the following bank account.

Beneficiary Name – TP Central Odisha Distribution Ltd.
Bank Name – STATE BANK OF INDIA
Branch Name – SBI, IDCO Towers, Bhubaneshwar
Address – Post- Sahidnagar, Janapath, Bhubaneswar-751007.
Branch Code – 7891
Account No – 10835304915
IFSC Code – SBIN0007891

Step 3: Eligible and Interested bidder to send an email to CCG attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

Sl No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. authorized person	
vi)	E-mail Id of the where online ARIBA link to be mailed.	
vii)	Tender Fee details (Amount / NEFT UTR No / Date), Ref step 2 above	
viii)	GST No.of bidder	
ix)	MSME Certificate, wherever applicable	
x)	Postal address of bidder for return of EMD BG	

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

E-mail has to be sent to <umesh.sahoo@tpnodl.com> with copy to <vipin.chauhan@tpnodl.com> before “Last date and time for payment of Tender Participation Fee”.

Step 4: On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's mail address from ARIBA system.

Step 5: In this mail there will be an online link as **Click Here** to participate in the tender.

Step 6: Click **“Click Here”** to access this event.

Step 7: If bidder is bidding first time for TPCODL through ARIBA site then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign Up page, during creation of User Name and password. Also a simple one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

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

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

Step 8: You will be able to see the RFQ

Step 9: After review and downloading of all documents click on **“Review Pre-requisites”**

Step 10: Review and accept **“Bidder Agreement”**.

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

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

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

Step 13: After successfully putting Techno commercial offer and price part then click on **“Submit Entire Response”**

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>

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

CONTENTS OF THE ENQUIRY

S. NO.	PARTICULARS
1.	Event Information
2.	Evaluation Criteria
3.	Submission of Bid Documents
4.	Bid Opening & Evaluation process
5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
Annexures	
I.	Annexure I – Schedule of Items
II.	Annexure II – Technical Specifications
III.	Annexure III – Schedule of Deviations
IV.	Annexure IV – Schedule of Commercial Specifications
V.	Annexure V – Document Check List
VI.	Annexure VI – Acceptance Form for Participation in Reverse Auction Event
VII.	Annexure VII – General Condition of Contract

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

1.0 Event Information**1.1 Scope of work**

Bids are invited against the Open Tenders through e-tender bidding process from interested Bidders for entering into a Purchase Order as per the details mentioned below:

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Rs.)
TPCODL / CCG / 23-24 / 007	Rate Contract for providing Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery Services for TPCODL / TPNODL / TPSODL / TPWODL	2,00,000	5,000

1.2 Availability of Tender Documents

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

1.3 Calendar of Events

(a)	Date & Time of Pre-Bid Meeting (If any)	06.07.2022: 15:00 Hrs
(b)	Last Date of receipt of Tender Fee	12.07.2023 ; 15:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	12.07.2023 up to 18:00 Hrs (after which no queries will be entertained)
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	14.07.2023 up to 18:00 Hrs
(e)	Last date and time of receipt of Bids	17.07.2023 up to 15:00 Hrs
(f)	Date & Time of opening technical bids & EMD	17.07.2023 up to 15:30 Hrs
(g)	Date & Time of opening of Price of qualified bids	Will be notified to the successful bidders through our website / e-mail.

Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity (as applicable)
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable).
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head (Separate for each Discom).

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head. (Separate for each Discom)
- 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 (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' (Separate for each Discom) 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 (as applicable)
- 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. (Separate for each Discom)
- 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

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

1.7 Qualification Criteria

1. The prospective Bidder(s) should be have following certificates-
- Valid EPF Registration Certificate.
 - Valid ESI Registration Certificate.

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

The Bidder should also possess valid:

- a. Valid GST Registration Certificate.
- b. Valid PAN No.

2. The bidder should have Average Annual turnover of at least Rs. 6 Cr. for any of last 3 Financial Year (FY) out of FY 18-19, FY 19-20, FY 20-21, FY 21-22 & FY 22-23. (Copy of Audited balance sheet and Profit and loss account statement to be submitted, UDIN is mandatory).

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

3. The bidder should have experience of Meter reading cum spot billing & bill distribution / Door to Door Revenue Collection / Annual Maintenance Contract / Meter Installation & Replacement / 33/11kV Project Work in any distribution utilities during last 3 years and should be either of the following:

- a. Three similar completed works not less than the amount equal to 25 Lac Or,
- b. Two similar completed works not less than the amount equal to 30 Lac Or,
- c. One similar completed works not less than the amount equal to 50 Lac.

4. Bidder should have Performance Certificate from minimum one reputed Power Distribution Utility, having consumer base of more than 3 (three) lakhs.

The Business Associates who are currently engaged with TPCODL / TPNODL / TPSODL / TPWODL for similar products and services, the performance feedback for that bidder shall only be considered irrespective of performance certificates issued by any third organization to be verified by User Department.

The experiences mentioned above under clause 3 & 4 should be directly awarded to Bidder by the Power Distribution Utility, no sub-contracting experience will be considered for evaluation.

5. Bidder should not be blacklisted / debarred by any Govt. Organization Utility. Bidder has to submit self- undertaking for the same.

6. Each bidder shall submit bid by himself only. A bidder in joint venture / consortium shall not be allowed to participate in the Tender. Bidder has to submit self- undertaking for the same.

Note:-

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

2. In case the bidder has a previous association with Tata Power group companies / Odisha DISCOM for similar products and services, the performance feedback for that bidder from User Group shall only be considered irrespective of performance certificates issued by any third organization.

However, Odisha DISCOMs reserve the right to scrutinize and reject any of such bidders during techno - commercial evaluation of the bid without assigning reason what so ever may be.

3. Odisha DISCOMs reserves the right to disqualify the bidder's during techno - commercial evaluation of the bid, in case it is found that some matter / case pertaining to the bidder is prevalent under any kind of litigation (filed by either of the party) with Odisha DISCOMs / Tata Power / Tata Power group companies. This will also include old pending matters, if any, of erstwhile era.”

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/TPNODL/TPSODL/TPWODL 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 behaviour that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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

1.9 BAs Confidentiality

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

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- Bidders have to mandatorily quote for all Divisions of the BOQ for Each Discoms separately. Failing to do so, CCG may reject the bids.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

- The bids will be evaluated commercially on the overall lowest cost on supervision charges for each individual Division / Cluster / Circle as defined in the tender BOQ as calculated in Schedule of Items [Annexure I] for each Discom separately. CCG however, reserves the right to split the order Division / Cluster wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- CCG will award maximum Two Divisions / Cluster to a single bidder in each Discom. However, CCG shall reserve the right to decide the no. of Division and allocation of the particular Divisions to a respective BA while awarding the Contract.
- **NOTE:** In case of a new bidder not registered, existing sites shall be visited by Discom officials for confirming overall performance of the BA. However, CCG reserves the right to carry out sites inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the sites visit evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of CCG 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.

3.0 Submission of Bid Documents

3.1 Bid Submission

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

Bids shall be submitted in 3 (Three) parts:

FIRST PART: EMD is strictly preferred in the form of Bank Guarantee and to be delivered at the following address. However in view of present situation if Bidder is finding it difficult to make and submit BG for EMD amount, they can do online transfer of EMD amount in the below mentioned Account and submit proof of the same as part of Bid Submission.

Please note that in such case, Tender Fee and EMD should be strictly 2 separate transactions.

Please note as return of EMD from Bank Account is non-standard practice the same may take more time than return of EMD BG.

EMD Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference/ Enquiry Number, Name of Tender and Bidder Name

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

“EMD”**Tender Enquiry No.: TPCODL / CCG / 2023-24 / 007**

“Rate Contract for providing Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery Services for TPCODL / TPNODL / TPSODL / TPWODL”

The envelope shall be addressed to:**Centralized Contracts Group**

(A TATA Power and Odisha Government Joint Venture)

TP CENTRAL ODISHA DISTRIBUTION LIMITED

1st Floor, Anuj Building, Plot No.: 29, Satya Nagar, Bhubaneswar, Odisha, 751007

Kind Attn.: Umesh Prasad Sahoo, Mob No.: 8260447677

The envelope shall also bear the Name and Address of the Bidder.

A separate non-refundable tender fee of stipulated amount also need to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

TPCODL Bank Details for transferring Tender Fee is as below:

Beneficiary Name – TP Central Odisha Distribution Ltd.

Bank Name – STATE BANK OF INDIA

Branch Name – SBI, IDCO Towers, Bhubaneshwar

Address – PO- Sahidnagar, Janapath, Bhubaneswar.

Branch Code – 7891

Account No – 10835304915

IFSC Code – SBIN0007891

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

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

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

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

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

SIGNING OF BID DOCUMENTS:

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

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

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

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

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

3.2 Contact Information

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

Communication Details:**Package Owner**

Name: Mr. Umesh Prasad Sahoo

Designation: Team Lead- CCG

Contact No: 8260447677

E-Mail ID: umesh.sahoo@tpnodl.com

*Property of TPCOD/TPNODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPNODL/TPSODL/TPWODL*

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

Escalation Matrix

Name: Mr. Vipin Chauhan
Designation: Head- Contracts, CCG
Contact No: 9717393121
E-Mail ID: Vipin.Chauhan@tpnodl.com

Name: Mr. Pradip Sil
Designation: Chief- Centralized Contracts Group
E-Mail ID: pradip.sil@tpcentralodisha.com

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

3.3 Bid Prices

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

Applicable GST to be specified clearly.

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

Notwithstanding clause above, the CCG 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)

As per Clause No. 3.1

3.9 Type Tests (if applicable)

The type tests specified in CCG 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 CCG.

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 CCG processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

4.2 Technical Bid Opening

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

The salient particulars of the techno commercial bid will be read out at the sole discretion of CCG.

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

4.3 Preliminary Examination of Bids/ Responsiveness

CCG 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. CCG may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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

Prior to the detailed evaluation, CCG 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 CCG and/or the CCG 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, CCG may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the CCG 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 CCG. 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 CCG without any further correspondence in this regard.

4.6 Reverse Auctions

CCG 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 and reserves the rights to

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

conduct the manual negotiation with the BA who is declared L1 after Reverse Auction. 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

CCG will award maximum Two Divisions / cluster to a single bidder in each Discom. However, CCG shall reserve the right to decide the no. of Division and allocation of the particular Divisions to a respective BA while awarding the Contract. The decision to place award of contract order/LOI solely depends on CCG on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that CCG may deem relevant.

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

In case any BAs is found unsatisfactory during the Contract period, the award will be cancelled and CCG reserves the right to award other BAs 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**8.1 Special Conditions of Contract**

- a. The overall period of the contract shall be for a period of 3 (three) years. The contract value shall however initially be placed for a period of one year only. Discom's at it's discretion reserves the right to extend the contract on a year to year basis as per the agreed rates.
- b. Contractor Safety Management System along with its amendments as issued time to time by Discom shall be applicable in this contract. All new amendments shall be effective from the date of their issue or from its date of intimation to the vendor by Discom whichever is later.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

- c. Discom shall reserve the right to change the number of Customers in 1 or 2 divisions / Circles (as the case may be) considered in the contract during the period with 1 month notice in advance.
- d. Discom reserves the right to make changes to the scope of work with a view to optimize on the overall cost to Discom. The vendor shall fully cooperate with Discom in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between Discom and the vendor in such case.
- e. In case, a mutual consensus on the rates and other terms and conditions is not reached at between Discom and the vendor, Discom reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by Discom to maintain uninterrupted work conditions at site.
- f. Performance Bank Guarantee: Performance Bank Guarantee amounting to 3% of the annual contract value shall be submitted by the BA within 15 days from the date of award of rate contract, as per GCC (0.75% of the annual contract value for MSME bidders registered in the State of Odisha) for a period equivalent to contract validity period plus claim period of six month i.e. 18 months.
- g. Payment Terms: Payment shall be made within Seven days from the date of SES approval of the BA by the EIC.

In case the BA fails to submit the requisites pertaining to statutory compliance along with error free Invoice/Bill, the Engineer-In-Charge (EIC) reserves the rights to make conditional payment to the BA, after withholding certain percentage from the claimed amount. In the event of noncompliance so stated above, payment shall be discharged to the BA as under:

Part 1 covers the Cost of Manpower (Bill Collectors, Supervisors), Mobile data Allowances, Hardship Allowances plus applicable performance based incentive as certified by the EIC be paid in FULL.

Part 2 covers Supervision charges of BA be paid to the extent seventy percentage (70%) out of the total claimed amount. And balance 30% shall be paid after the certification and bill approval is made by the concerned EIC, following the submission of the proof of transfer of wages payment to every manpower along with deposit of statutory dues PF/ESI in the credit of each of the beneficiaries' account (BA employees engaged in the subject work and Govt. A/C (If any)).

In case of the default on the count of noncompliance i.e. Non-payment of employee statutory and other Govt. dues payable by the BA, subsists for more than two months, the EIC shall hold the amount as certified by BA legal cell. Calculation of incentives vis- vis penalties shall be made strictly in compliance to modalities outlined under SLA (Service Level Agreement).

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

Bills / invoices would be verified by Discom's authorized person for payment and also for deduction / withheld against non-compliance as listed in SLA (Service Level Agreement). Calculation of incentives vis-vis penalties shall be made strictly in compliance to modalities outlined under SLA (Service Level Agreement).

- h. BA shall deploy resources within 7 days from date of placement of Rate Contract.
- i. Bidders shall be required to establish and open its own office in all Division of the Circle for which the Contract is awarded. Bidder are required to submit an undertaking with the bid document with respect to opening of the same within 7 days of award of Contract.
- j. Unless communicated by concerned Discom in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- k. TP Odisha Discoms appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
- l. Any change in statutory taxes, duties and levies during the contract period shall be borne by Concerned Discom.
- m. Business Associate(s) would engage an experienced Project Manager to report to Discom nodal officer for overall monitoring in the individual divisions. Before engagement of BA, CV of the Project Manager to be submitted by the Bidder to EIC. In case EIC is not satisfied with the CV submitted, BA has to replace the Project Manager.
- n. All statutory compliances shall be ensured by BA.
- o. All the terms and conditions of Discom SLA (Service Level Agreement) & GCC-Services shall be applicable.

8.2 Payment Terms

As per Special terms of Contracts

8.3 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.

8.4 Ethics:

- TPCODL / TPNODL / TPSODL / TPWODL is an ethical organization and as a policy of Discom 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.
- Discom's 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.

Property of TPCOD/TPNODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of TPCOD/TPNODL/TPSODL/TPWODL

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 007**

- We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
- Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
- We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
- We respect our obligations on the use of third party intellectual property and data.

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

Any ethical concerns with respect to this tender can be reported to the following E-Mail ID: ceoffice@TPCODL.com

9 Specification and standards: NA**10 General Condition of Contract:**

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

11 Safety:

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

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

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

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

12 Scope Work, SLA & Price Schedule attached separately for Each Discoms.

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

ANNEXURE I
Schedule for Items (Price Bid)

(Attached Separately for Each Discom)

CONFIDENTIAL

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

ANNEXURE II**Technical Specifications Android Device & Printer Minimum Configuration****Mobile Device**

- 4G Network GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: Android 10 and above
- Internal Memory: Minimum 64GB storage and 6GB RAM (For Mobile)
- 2GHz Octa core or higher processing.
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: 24 MP Rear camera
- Battery backup: 6000 MAH with Support of Minimum 10+ Hrs.,
- Make – Samsung or equivalent (to be verified by concerned Discom for proper running of App)

Impact Printer

- Bluetooth 2" Impact Printer (Dot Matrix)
- Make – Analogics, ESPON or any Equivalent (Seamless Ribbons, Supports Text & Logo Printing H220*W102*D52MM)
- Printing Language: Both English & Odia.

Paper Roll

- Recommended polished paper 2", 57MM, Minimum 65GSM.
- Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by concerned Discom)

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

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 Discom's specifications:

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

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

Seal of the Bidder:

Signature:

Name:

Note: Please submit Schedule of Deviations separately for each Discom.

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

ANNEXURE IV**Schedule of Commercial Specifications**

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

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

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

ANNEXURE V**Checklist of all the documents to be submitted with the Bid**

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

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

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

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, CCG intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

1. CCG 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. CCG will make every effort to make the bid process transparent. However, the award decision by CCG would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of CCG, 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 CCG.
6. In case of intranet medium, CCG shall provide the infrastructure to bidders. Further, CCG 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 CCG.
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 Discom 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 CCG.
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

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

Annexure VII

Scope of Work & Service Level Agreement

(Attached Separately for each Discom)

CONFIDENTIAL

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 2023-24 / 007

Annexure IX

General Conditions of Contract (GCC)

(Attached Separately for each Discom)

CONFIDENTIAL

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Dhenkanal (Circle-IV)						
						DED, Dhenkana 1	Total Cost (Rs.)	TED, Talcher	Total Cost (Rs.)	AnED, Angul	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled) - SBM	Man Month	13179.70	2372.35	15552.05	113	17,57,381.65	90	13,99,684.50	95	14,77,444.75	
2	Meter Reader (Semi Skilled) - NSBM	Man Month	13179.70	2372.35	15552.05	33	5,13,217.65	24	3,73,249.20	30	4,66,561.50	
3	Supervisor (Skilled)-SBM	Man Month	14890.92	2680.37	17571.29	16	2,81,140.64	14	2,45,998.06	10	1,75,712.90	
4	Supervisor (Skilled)-NSBM	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29	
5	Mobile Data Charges	Month	200.00	36.00	236.00	163	38,468.00	129	30,444.00	136	32,096.00	
6	Hardship allowance-Urban	Month	500.00	90.00	590.00	6	3,540.00	6	3,540.00	11	6,490.00	
7	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
8	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	91	1,61,070.00	48	84,960.00	44	77,880.00	
9	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	49	1,15,640.00	60	1,41,600.00	70	1,65,200.00	
10	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	17	50,150.00	15	44,250.00	11	32,450.00	
11	Additional Allowance-1	Month	500.00	90.00	590.00	163	96,170.00	129	76,110.00	136	80,240.00	
12	Additional Allowance-2	Month	1000.00	180.00	1180.00	163	1,92,340.00	129	1,52,220.00	136	1,60,480.00	
13	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	15	2,33,280.75	12	1,86,624.60	13	2,02,176.65	
14	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
15	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
16	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								35,53,855.14		28,50,136.81		29,88,188.25
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

CENTRALIZED CONTRACTS GROUP

NIT No.: TPNODL / CCG / 23-24 / 007

Note:

1. The Bidder should fill up the entire blank column (box), The bidders were advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection. Bid amount for supervision charges will be on minimum wages only.
2. Meter Reader should be paid as per latest Minimum Wages decided for Semi-Skilled manpower & Supervisor should be paid as per latest Minimum Wages decided for Skilled manpower. Failing to which the bid may lead for rejection of the price bid.
3. In case of any changes in Minimum Wages of Meter Readers or Supervisors during Project Period, Discom shall pay as per new wages.
4. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark), Printer Cartridge, Office equipment/establishment, Project Incharge, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed. Also includes Service Charges for Meter Reader & Supervisor as per GCC.
5. The above Additional Allowance 1 & 2 and Additional Meter reader (Semi-skilled) & Additional Supervisor (Skilled) – as & when requirement basis are indicative only, same will be decided on sole description of TPSODL Management based on time to time assessment. This is not a part of standard wages nor applicable as of now.
6. The bidder must fill each column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
7. No cutting / overwriting in the prices is permissible.

Sr. No.	Description	Proposed Wages	
		Semi Skilled per month per manpower	Skilled per month per manpower
1	Minimum wages	10010.00	11310.00
2	EPF@13% of minimum wages (up to limit of Rs. 15,000) as per provision of Provident Fund & miscellaneous provision act	1301.30	1470.30
3	Bonus (8.33% on minimum wages as per provision of payment of bonus act)	833.83	942.12
4	Leave 5.77% on minimum wages	577.58	652.59
5	Contribution for Labour Welfare Fund.	3.33	3.33
6	National Hoiliday	128.33	145.00
7	Sub Total (A) (Sr. No 1 to Sr. No. 5)	12854.37	14523.34
8	ESI @0.75% as per provision of ESI act (Employee Share) on Gross		
9	ESI @3.25% as per provision of ESI act (Employer Share) on Gross	325.33	367.58
10	Total (B) (Sr. No 6 to Sr. No. 8)	13179.70	14890.92

NB: Minimum Wage has been enhanced @ Rs. 12/- per day per resources w.e.f. 01.04.2023. Vide No. 2500 / LC, Bhubaneswar Dated. 05.04.2023. Accordingly amount has been rectified.

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.						
CTC	AED, ATHAGADA	ATHAGADA	ATHAGADA 1	Urban	10.8	11	2	1	1	5376	126	3	1						
CTC			ATHAGADA 2	Remote Rural	206.9					20596	500	12	3						
CTC			KHUNTUNI	Remote Rural	280.7					17709	458	11	3						
CTC			NUAPATNA	Rural	45.0					11025	140	6	1						
CTC			TIGIRIA	Remote Rural	89.2					10668	201	7	2						
CTC		Narsingpur S/D	Baramba	Remote Rural	279.2					21415	262	13	2						
CTC			Kanpur	Remote Rural	216.8					15174	168	9	1						
CTC			Narsingpur	Rural	584.0					20274	254	11	2						
CTC		AED,ATHAGADA Total								1712.6	11	2	1	1	122237	2109	72	15	
Dhenkanal	Angul Division	ANGUL	Angul No I	Urban	20.7	10	3	1	1	12217	469	6	2						
Dhenkanal			Angul No II	Urban	13.5					10276	296	5	2						
Dhenkanal			Angul No III	Rural	266.8					23928	516	13	3						
Dhenkanal			Bantla	Rural	430.0					25537	895	14	4						
Dhenkanal		BOINDA	Athamallik	Rural	570.8					15433	449	9	2						
Dhenkanal			Bamur	Remote Rural	591.6					15233	392	9	2						
Dhenkanal			Boinda Sec Off	Remote Rural	820.7					20823	976	12	5						
Dhenkanal		CHENDIPADA	Chhendipada	Remote Rural	323.7					16856	725	10	4						
Dhenkanal			Jarapada	Remote Rural	585.6					14367	523	9	3						
Dhenkanal			Kosala	Rural	310.1					13638	516	8	3						
Dhenkanal			Angul Division Total							3933.3	10	3	1	1	168308	5757	95	30	
BBSR-2		BAED,BALUGAON	BALUGAON	BALUGAON 1	Urban					20.5	5	2	1	1	6187	127	3	1	
BBSR-2	BALUGAON 2			Rural	68.5	3641	204	2	1										
BBSR-2	BANAPUR 1			Rural	61.3	5349	124	3	1										
BBSR-2	BANAPUR 2			Rural	290.4	7316	124	4	1										
BBSR-2	NACHUNI			Rural	174.4	8392	424	5	2										
BBSR-2	TANGI		BHUSANDPUR	Rural	127.3	5470	99	3	1										
BBSR-2			KUHUDI	Rural	53.9	5669	166	3	1										
BBSR-2			RANAPUR	Rural	348.9	13678	706	8	4										
BBSR-2			TANGI 1	Rural	139.7	5741	189	4	1										
BBSR-2			TANGI 2	Rural	132.3	9040	242	5	2										
BBSR-2			BAED,BALUGAON Total				1417.2	5	2	1					1	70483	2405	40	15

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.					
BBSR-1	BCDD-1 ,BHUBANESWAR	SDO 1	BRIT COLONY	City	1.4	6	3	0	1	4726	62	2	1					
BBSR-1			DELTA	City	3.6					7421	187	3	1					
BBSR-1			Power House 2	City	2.4					8231	220	4	1					
BBSR-1			UNIT 6	City	2.2					4053	126	2	1					
BBSR-1		SDO 2	KARVEL NAGAR	City	1.4					3927	207	2	1					
BBSR-1			UNIT 1	City	5.3					7607	272	4	1					
BBSR-1			UNIT 2	City	0.9					2640	196	2	1					
BBSR-1		SDO 3	UNIT 4	City	1.4					4243	162	2	1					
BBSR-1			BOARD COLONY	City	1.0					1873	76	1	1					
BBSR-1			SAHID NAGAR	City	1.6					5227	389	3	2					
BBSR-1			UNIT 9 FLAT	City	1.8					5303	66	3	1					
BBSR-1			UNIT 9 ROAD	City	1.8					5023	145	3	1					
BBSR-1		BCDD-1 ,BHUBANESWAR Total								24.7	6	3	0	1	60274	2108	31	13
BBSR-1	BCDD-2 ,BHUBANESWAR	KHANDAGIRI	BHARATPUR	Rural	60.1	13	3	1	1	23564	365	15	2					
BBSR-1			DUMUDUMA	Urban	4.5					13848	150	8	1					
BBSR-1			KALINGANAGAR	Urban	40.4					19401	579	13	3					
BBSR-1			Khandagiri S/O	Urban	7.3					12430	347	7	2					
BBSR-1		NAYAPALLI	BARAMUNDA	City	1.9					6557	167	4	1					
BBSR-1			IRC NAYAPALLI	City	12.5					10540	386	6	2					
BBSR-1			VSS NAGAR	City	7.5					11017	138	6	1					
BBSR-1		XAVIER	Urban	5.5	15022					275	8	2						
BBSR-1		PERIPHERI	BARANG	Rural	125.0					19074	462	13	3					
BBSR-1			CS PUR 1	Urban	3.6					12029	239	7	1					
BBSR-1			CS PUR 2	Urban	12.6					18297	576	11	3					
BBSR-1			GODISAH	Rural	57.9					9283	263	6	2					
BBSR-1			KANANVIHAR	Urban	7.0					18479	227	11	1					
BBSR-1		BCDD-2 ,BHUBANESWAR Total								345.7	13	3	1	1	189541	4174	115	24

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.					
BBSR-1	BED,BHUBANESWAR	RASULGARH	KALPANA 1	Urban	2.5	12	2	1	1	6832	261	4	2					
BBSR-1			KALPANA 2	Urban	2.0					7305	219	4	1					
BBSR-1			LAXMISAGAR	Urban	9.9					13621	511	7	3					
BBSR-1			MANCHESWAR	City	7.2					6460	455	3	2					
BBSR-1			PHULNAKHARA	Urban	74.2					21995	966	10	4					
BBSR-1			Rasulagarh S/O	Urban	8.5					14699	485	7	2					
BBSR-1		TEMPLE	BARAGADA	Urban	10.0					13808	551	7	3					
BBSR-1			DHAULI	Rural	33.3					21232	649	12	3					
BBSR-1			OLD TOWN 1	Urban	9.2					13319	331	7	2					
BBSR-1			OLD TOWN 2	Urban	1.4					5233	388	3	2					
BBSR-1			OLD TOWN 3	Urban	2.8					6584	105	3	1					
BBSR-1			UTTARA	Remote Rural	63.2					250	416	1	3					
BBSR-1		BED,BHUBANESWAR Total								224.4	12	2	1	1	131338	5337	68	28
CTC		CDD-1,CUTTACK	SUB DIVISION 01	BUXI BAZAR	Urban					2.2	8	4	0	1	5216	107	3	1
CTC	COLLEGE SQUARE			Urban	2.6	5731	144	3	1									
CTC	RANIHAT 1			Urban	0.8	5218	96	3	1									
CTC	RANIHAT 2			Urban	2.9	2893	125	2	1									
CTC	SUB DIVISION 03		CITY	Urban	0.5	3346	34	2	1									
CTC			GANESH GHAT	Urban	2.8	3073	109	2	1									
CTC			KAZI BAZAR	Urban	0.6	4193	53	2	1									
CTC			TOWN HALL	Urban	1.0	4843	94	3	1									
CTC	SUB DIVISION 04		CANTONMENT	Urban	6.8	8911	158	5	1									
CTC			CHANDINI CHOWK	Urban	0.8	5582	54	3	1									
CTC			TINIKONIA BAGICHA	Urban	0.8	4861	203	3	1									
CTC	SUB DIVISION 06		BIDANASI	Urban	18.3	10796	92	5	1									
CTC			CDA	Urban	7.6	12805	146	6	1									
CTC			TULSIPUR	Urban	3.5	5738	63	3	1									
CTC	CDD-1,CUTTACK Total				51.4	8	4	0	1	83206					1478	45	14	

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.					
CTC	CDD-2,CUTTACK	BADAMBADI	BADAMBARI	Urban	2.6	7	3	1	1	6910	177	4	1					
CTC			DOLAMUNDAI	Urban	1.7					8984	161	5	1					
CTC			IND.ESTATE(OGP)	Urban	11.4					13490	362	7	2					
CTC		JOBRA	JAGATPUR	Urban	8.6					2281	264	2	2					
CTC			JOBRA	Urban	10.3					6937	248	4	1					
CTC			KANDARPUR	Rural	61.4					9071	164	5	1					
CTC			KISHORNAGAR	Rural	54.0					8130	142	5	1					
CTC		MAHANADIVIHAR	MAUZA	Rural	46.3					9468	384	5	2					
CTC			CHAULIAGANJ	Urban	3.9					9193	203	5	1					
CTC			MAHANADI VIHAR	Urban	11.8					8576	167	4	1					
CTC		CDD-2,CUTTACK Total								212.1	7	3	1	1	83040	2272	46	13
CTC		CED,CUTTACK	BADACHANA	BADACHANA	Rural					111.1	12	4	1	1	13936	412	8	2
CTC	BALICHANDRAPUR			Rural	87.4	16151	308	9	2									
CTC	CHHATIA			Rural	189.9	16097	605	9	3									
CTC	CHOUDWAR Sub Div		CHARIBATIA	Rural	86.6	8974	173	5	1									
CTC			CHOUDWAR 1	Urban	51.6	11545	282	6	2									
CTC			CHOUDWAR 2	Rural	176.0	17329	539	10	3									
CTC	GOPALPUR		ADASPUR	Rural	71.1	10722	535	6	3									
CTC			BALIKUDA	Urban	47.1	13782	339	7	2									
CTC			GOBINDAPUR	Remote Rural	64.2	10706	370	7	2									
CTC			NIALI-I	Rural	81.6	13341	276	8	2									
CTC	NIALI		NIALI-II	Remote Rural	86.6	10243	320	6	2									
CTC			SITHALO	Remote Rural	76.1	11455	545	7	3									
CTC	CED,CUTTACK Total				1129.3	12	4	1	1	154281					4704	88	27	

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
Dhenkanal	DED,DHENKANAL	DHENKANAL Sub Div	BHAPUR	Rural	256.4	16	4	1	1	12821	651	7	3
Dhenkanal			DKL SEC-I	Urban	10.5					11652	201	6	1
Dhenkanal			DKL SEC-II	Rural	179.3					17354	716	10	4
Dhenkanal			DKL SEC-III	Rural	118.1					11089	299	6	2
Dhenkanal		GONDIA	Gondia Sec Off	Rural	336.6					10997	347	6	2
Dhenkanal			JORANDA	Rural	228.6					14725	665	8	3
Dhenkanal			NIHAL PRASAD	Remote Rural	174.2					9174	204	6	2
Dhenkanal		HINDOL ROAD	HINDOL	Rural	266.0					13541	303	8	2
Dhenkanal			Hindol Road S/O	Rural	123.5					10420	266	6	2
Dhenkanal		KAMAKHYA NAGAR	KHAJURIAKATA	Rural	504.9					20440	431	11	2
Dhenkanal			BHUBAN	Rural	161.8					14392	407	8	2
Dhenkanal			K NAGAR	Rural	189.1					12295	362	7	2
Dhenkanal			KALIAPANI	Remote Rural	217.9					4968	46	3	1
Dhenkanal			KANKADA HADA	Remote Rural	532.4					11946	243	7	2
Dhenkanal			M K GOLA	Rural	226.1					13962	448	8	2
Dhenkanal			R N PUR	Rural	178.7					9620	195	6	1
Dhenkanal		DED,DHENKANAL Total								3704.2	16	4	1
Paradeep	JED,JAGATSI NGPUR	BALIKUDA	BALIKUDA 1	Rural	99.6	9	3	1	1	17447	202	10	1
Paradeep			BALIKUDA 2	Remote Rural	220.9					18521	172	11	1
Paradeep			NAUGAON	Rural	127.9					18970	254	10	2
Paradeep		JAGATSINGPUR	DHIASAHI	Rural	56.4					10570	228	6	2
Paradeep			J S PUR 1	Urban	60.9					19397	547	9	3
Paradeep			J S PUR 2	Rural	92.1					14124	263	8	2
Paradeep			MANDASAHI	Rural	49.3					9612	166	6	1
Paradeep		RAGHUNATHPUR	BIRIDI	Rural	97.9					14197	335	8	2
Paradeep			Raghunathpur S/O	Rural	87.6					14917	391	8	2
Paradeep		JED,JAGATSI NGPUR Total								892.7	9	3	1

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.						
Paradeep	KED1,KENDRAPARA	AUL	Aul Sec Off	Urban	78.2	18	4	1	1	11760	236	6	1						
Paradeep			BHUINPUR	Remote Rural	82.2					9259	95	6	1						
Paradeep			OLAVER	Rural	112.7					12453	111	7	1						
Paradeep			RAJKANIKA	Rural	150.0					16933	245	9	2						
Paradeep		KENDRAPARA S/D	CHHATA	Rural	56.6					10208	195	6	1						
Paradeep			DANPUR	Rural	70.2					15613	168	9	1						
Paradeep			INDUPUR	Rural	77.4					11297	158	6	1						
Paradeep			KENDRAPARA 1	Urban	21.1					12698	238	6	1						
Paradeep			KENDRAPARA 2	Urban	119.6					14115	248	7	1						
Paradeep		PATTAMUNDAI	KENDRAPARA 3	Rural	42.3					10482	176	6	1						
Paradeep			DANDISAHI	Rural	50.7					7186	176	4	1						
Paradeep			PATRAPUR	Remote Rural	49.5					7951	88	5	1						
Paradeep		PATTAMUNDAI	PATTAMUNDAI 1	Urban	91.7					16808	284	8	2						
Paradeep			PATTAMUNDAI 2	Rural	94.5					12045	198	7	1						
Paradeep			PATTAMUNDAI 3	Rural	59.9					7467	81	4	1						
Paradeep		RAJNAGAR	RAJNAGAR 1	Rural	96.6					9337	197	5	1						
Paradeep			RAJNAGAR 2	Rural	280.3					13489	243	8	2						
Paradeep			TALACHUA	Remote Rural	167.7					9926	102	6	1						
Paradeep		KED1,KENDRAPARA Total								1701.4	18	4	1	1	209027	3239	115	21	
Paradeep		KED2,MARSHAGHAI	Mahakalapada S/D	BABAR	Remote Rural					110.8	7	2	1	1	11816	116	7	1	
Paradeep	LUNA			Rural	83.9	11778	150	7	1										
Paradeep	MAHAKALAPADA			Remote Rural	255.4	16667	129	10	1										
Paradeep	Marshaghai S/D		GARADAPUR	Remote Rural	64.2	10309	184	6	1										
Paradeep			KORUA	Rural	80.3	13463	142	8	1										
Paradeep			MARSHAGHAI S/D	Rural	90.4	15720	223	9	1										
Paradeep			NUAPADA	Rural	112.9	18149	156	10	1										
Paradeep	KED2,MARSHAGHAI Total					797.8	7	2	1	1	97902	1100	57	7					

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.					
BBSR-2	KHD , KHURDA	BANKI	BANKI 1	Rural	56.4	18	5	1	1	10200	186	6	1					
BBSR-2			BANKI 2	Rural	122.1					11925	204	7	1					
BBSR-2			BANKI 3	Rural	257.1					8729	306	5	2					
BBSR-2		BEGUNIA	BAGHAMARI	Rural	112.5					10306	224	6	1					
BBSR-2			Begunia S/O	Rural	109.5					10584	329	6	2					
BBSR-2			KALAPATHAR	Rural	115.0					12296	316	7	2					
BBSR-2			RAJSUNAKHALA	Rural	168.4					16206	764	9	4					
BBSR-2		JANKIA	Jankia Sec Off	Rural	119.4					12218	357	7	2					
BBSR-2			MALIPADA	Rural	98.4					9350	292	5	2					
BBSR-2			NIRAKARPUR	Rural	124.4					11771	223	7	1					
BBSR-2		JATNI	HARIRAJPUR	Rural	42.4					6081	133	4	1					
BBSR-2			JANLA	Rural	84.0					10814	609	6	3					
BBSR-2			JATANI 1	Urban	17.5					9927	158	5	1					
BBSR-2		KHURDA	JATANI 2	Urban	29.1					6116	240	3	1					
BBSR-2			KHURDA 1	Urban	15.7					11845	264	6	2					
BBSR-2			KHURDA 2	Rural	138.6					11554	220	7	1					
BBSR-2			KHURDA 3	Rural	140.9					12489	285	7	2					
BBSR-2			KHURDA 4	Rural	58.7					8097	490	5	3					
BBSR-2		KHD , KHURDA Total								1810.1	18	5	1	1	190508	5600	108	32
BBSR-2		NAYAGARH Div	DASPALLA	DASPALLA	Rural					666.9	12	4	1	1	8468	448	5	2
BBSR-2	GANIA			Rural	342.8	1702	307	1	2									
BBSR-2	NUAGAON			Remote Rural	754.5	3519	373	3	2									
BBSR-2	ITAMATI		BOLAGARH	Rural	83.4	170	293	1	2									
BBSR-2			ITAMATI 1	Rural	73.2	90	451	1	3									
BBSR-2	KHANDAPADA		ITAMATI 2	Rural	56.4	1754	455	1	3									
BBSR-2			BHAPUR 1	Rural	107.5	72	208	1	1									
BBSR-2			BHAPUR 2	Rural	81.1	71	126	1	1									
BBSR-2	NAYAGARH Sub Div		KANTILO	Rural	162.8	664	231	1	2									
BBSR-2			KHANDAPADA	Rural	112.9	3569	285	2	2									
BBSR-2			NAYAGARH	Urban	71.5	10421	411	5	2									
BBSR-2			ODAGAON 1	Rural	226.8	1884	339	1	2									
BBSR-2			ODAGAON 2	Rural	119.2	695	335	1	2									
BBSR-2			Periphery S/O	Remote Rural	305.2	98	487	1	3									
BBSR-2			SARANAKUL 1	Rural	71.0	79	298	1	2									
BBSR-2	SARANAKUL 2		Rural	167.0	840	332	1	2										
BBSR-2	NAYAGARH Div Total				3401.9	12	4	1	1	34096					5379	27	33	

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.					
BBSR-1	NED , NIMAPARA	KAKATPUR	ASTARANG	Remote Rural	116.1	12	3	1	1	16219	213	10	2					
BBSR-1			KAKATPUR 1	Rural	49.1					13462	218	8	1					
BBSR-1			KAKATPUR 2	Remote Rural	117.9					20905	852	12	5					
BBSR-1		NIMAPARA	GOP	Remote Rural	196.9					20974	759	12	4					
BBSR-1			KONARK	Remote Rural	181.8					15171	800	9	4					
BBSR-1			NIMAPARA 1	Rural	132.4					22003	968	12	5					
BBSR-1		PIPILI	NIMAPARA 2	Remote Rural	136.0					16935	936	10	5					
BBSR-1			BALAKATI	Rural	65.6					12890	623	7	3					
BBSR-1			BALIPATNA	Rural	98.3					16714	724	9	4					
BBSR-1			BHARATIPUR	Remote Rural	53.2					6416	394	4	2					
BBSR-1			PIPILI 1	Remote Rural	74.1					13711	557	8	3					
BBSR-1			PIPILI 2	Remote Rural	56.2					11479	661	7	4					
BBSR-1		NED , NIMAPARA Total								1277.5	12	3	1	1	186879	7705	108	42
Paradeep		PDP,PARADEEP	KUJANGA	CHATUA	Remote Rural					37.0	8	3	1	1	13095	49	8	1
Paradeep	Kujang			Rural	123.2	7570	56	4	1									
Paradeep	RAHAMA			Rural	116.5	16697	104	9	1									
Paradeep	PARADEEP		BHUTAMUNDAI	Rural	38.9	9966	54	6	1									
Paradeep			Paradeep Sec Off	Urban	97.4	12747	190	6	1									
Paradeep	TIRTOL		ERSAMA	Remote Rural	289.8	24776	250	15	2									
Paradeep			KOLAR	Rural	79.1	12337	158	7	1									
Paradeep			TIRTOL	Rural	95.0	15999	193	9	1									
Paradeep			PDP,PARADEEP Total				877.0	8	3	1					1	113187	1054	64
BBSR-2	PED,PURI	PURI-I	BALIAPANDA	Urban	10.6	17	4	1	1	9899	279	5	2					
BBSR-2			KACHERI	Urban	1.8					7298	261	4	2					
BBSR-2			PASCHIMADWAR	Urban	2.9					9106	201	5	1					
BBSR-2			SWARGADWAR	Urban	0.6					3489	117	2	1					
BBSR-2		PURI-II	BRAHMAGIRI	Rural	229.9					18692	402	10	2					
BBSR-2			DELANGA	Rural	152.7					18122	513	10	3					
BBSR-2			KANAS	Rural	138.2					15108	607	8	3					
BBSR-2			SADAR	Rural	154.5					6313	242	4	2					
BBSR-2			SUNAMUHI	Rural	241.4					11666	225	7	1					
BBSR-2			PURI-III	CHARINALA	Urban					8.8	5390	93	3	1				
BBSR-2		GHODABAZAR		Urban	4.0					8626	278	4	2					
BBSR-2		POWERHOUSE		Urban	2.3					11350	239	6	1					
BBSR-2		TALABANIA		Urban	2.7					6227	45	3	1					
BBSR-2		SAKHIGOPAL	CHANDANPUR	Rural	111.9					7047	448	4	2					
BBSR-2			SAKHIGOPAL-1	Rural	76.6					13853	286	8	2					
BBSR-2			SAKHIGOPAL-2	Rural	105.5					12707	201	7	1					
BBSR-2			SATASANKHA	Rural	72.8					12871	305	7	2					
BBSR-2		PED,PURI Total								1317.1	17	4	1	1	177764	4742	97	29

Circle	Division	Sub Division	Section	Area type	Sq KM Area	SBM Reading Supervisor	KPO for reading activities	KPO for Collection activities	NSBM Supervisor	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.					
CTC	SED , SALIPUR	MAHANGA	ERKANA	Remote Rural	55.8	10	3	1	1	10320	245	6	2					
CTC			KOTHAPADA	Remote Rural	48.4					7567	161	5	1					
CTC			Mahanga Sec Off	Remote Rural	59.6					11137	167	7	1					
CTC		N.Koili Sec Div	ASURESWAR	Remote Rural	59.3					11040	193	7	1					
CTC			N KOILI	Rural	54.0					12143	244	7	2					
CTC			ORIKANTA	Remote Rural	126.2					17193	456	10	3					
CTC		SALIPUR Sub Div	BAHUGRAM	Rural	87.7					15226	309	9	2					
CTC			RAISUNGUDA	Rural	40.6					10056	127	6	1					
CTC			SALIPUR 1	Rural	48.5					12406	229	7	2					
CTC			SALIPUR 2	Remote Rural	42.6					8405	75	5	1					
CTC		SED , SALIPUR Total								622.7	10	3	1	1	115493	2206	69	16
Dhenkanal		TED ,TALCHER	CHAINPAL	BANARPAL	Rural					148.0	14	4	1	1	15687	349	9	2
Dhenkanal	Chainpal Sec Off			Rural	48.0	7134	124	4	1									
Dhenkanal	MERAMANDALI			Rural	123.8	10748	198	6	1									
Dhenkanal	PALLAHARA		KHAMARA	Remote Rural	467.2	12497	422	8	3									
Dhenkanal			Pallahara SecOff	Remote Rural	735.9	13299	497	8	3									
Dhenkanal			PARBIL	Remote Rural	260.0	9008	270	6	2									
Dhenkanal	RENGALI		RENGALI	Remote Rural	213.0	6558	123	4	1									
Dhenkanal			PARJANG-I	Rural	354.9	14628	422	8	2									
Dhenkanal	PARJANG		PARJANG-II	Remote Rural	482.6	16092	337	10	2									
Dhenkanal			HATATOTA	Rural	136.7	9610	197	6	1									
Dhenkanal	TALCHER		KANIHA	Rural	171.6	9265	335	5	2									
Dhenkanal			SAMALA	Rural	46.2	4649	82	3	1									
Dhenkanal			SOUTH BALANDA	Rural	166.0	12054	177	7	1									
Dhenkanal	Talcher Sec Off		Urban	22.1	11609	271	6	2										
Dhenkanal	TED ,TALCHER Total				3376.1	14	4	1	1	152838					3804	90	24	
Total	Grand Total				28829	225	65	18	20	2677553					73515	1524	441	

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007****Annexure VII****Scope of Work & Service Level Agreement****Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery**

The document comprises Scope of Work & Service Level Agreement for the Meter Reading - Optical Character Recognition (OCR) Based, Spot Billing, Spot Bill Printing & Bill Distribution. The scope of work consists of OCR Based Meter Reading Cum Spot Billing, Bill printing, Bill Distribution and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) while using Internet based & GPS enabled smart mobile phones (5G/4G) and impact printers. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPCODL.

1. The scope of work includes the following:

- a) The Business Associate(s) have to procure adequate no. of smart mobile phones (5G/4G), Power Bank with minimum (10000mAh) and Bluetooth printer along with stationery for bill printing as per requirement of TPCODL. The minimum specification of Phone, Printer & Paper Roll is annexed under the heading of Android Device, Printer & Paper Roll Minimum Configuration (Annexure-II).
- b) Mobile phones should have enough storage space to store historical & current consumer, metering, billing data for the entire day and also have enough battery backup for up to 12hours.
- c) The Business Associate(s) shall preferably use 2 SIM cards of 2 separate service providers with wider coverage of connectivity. TPCODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing data to the TPCODL intermediate servers.
- d) Smart mobile phone shall have preloaded billing data/previous billing and/or data fetched on real time basis from Spot Billing Apk. The meter reader shall scan the current Meter reading through OCR Scanner to enable Spot Billing Apk to 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.
- e) The device should be Internet based (5G/4G) and GPS enabled to identify reading / billing location, remote transfer of billing data and side by side to track the location of meter reader on real time basis for monitoring purpose.
- f) The Business Associate should provide an independent IT based GPS tracking system, integrated with the TPCODL Billing application for online real-time monitoring/tracking of the meter reader.
- g) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible

*Property of TPCOD/TPCODL/TPCODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPCODL/TPCODL/TPWODL*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

and the impression should last for at-least 6 months from the date of printing. Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPCODL).

- h) The Business Associate(s) shall deploy section wise specified number of Meter Readers & Sub-Division Wise Supervisors as mentioned in Annexure, however, TPCODL reserves the right to increase or reduce this count based on its assessment, whenever required.
- i) Meter Readers & Supervisors deployed by Business Associate shall be paid Minimum wages, in Semi-Skilled & Skilled Category, respectively. Non-Achievement/Over-Achievement of monthly Targets will attract Penalty/Incentive for Meter Reader, Supervisor & Business Associate(s) as indicated in Annexure.
- j) TPCODL reserves the right to disqualify any Bidder, if bid price does not meet the minimum/realistic Supervision cost. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.
- k) Average per meter reader spot Billing count is indicative only. Actual count can defer based on different factors. Women Self-help Group (WSHG) may be deployed in any section/area if decided by the TPCODL Management/EIC, similarly Business Associate may be handed over specific new area if required so by the TPCODL.
- l) Section has been defined as Urban / Semi-Urban / Rural / Remote Rural based on majority of Consumers falling in a particular category & consumer density per Square Kilometer. However, Chief- Commercial / Head-Meter Reading & Billing can decide to define/redefine any Section / Part of the Section (like Binder) from one section category to another based on the recommendations of the EIC along with support data. Similarly, a complete Section can also be redefine from one Category to other Category based on EIC recommendation.
- m) Section wise Consumer count and per Meter Reader, wise monthly billing target number is illustrative and actual count may differ depending upon the Area / Binder. There may be different minimum billing target for different Meter Readers based on Geography / Difficulty level / Binder structure etc.
- n) TPCODL reserve the right to increase / reduce no. of Meter Reader and supervisor based on the requirement. Supervision Charges on per BA employee shall either increase / reduce accordingly. BA can claim wages plus other allowances and supervision charges on the no. of BA employees worked during the month. In case of employees not worked for full month, then proration to be done.
- o) Stabilization Period two months from the date of award of Contracts. Penalty should be imposed from the third month but incentive from the first month.

2. Proposed Scope of Work in details:

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

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 suitable network availability in area with minimum 1.5GB/per day data pack, Impact Bluetooth Printer & Paper Roll for spot bill printing as per requirement of TPCODL. The minimum specification of Phones/Bluetooth Printer & 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.

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 5 Circles, 20 divisions, 65 Sub divisions and 246 sections across TPCODL Licensee area. Bid request is invited for all 5 Circles i.e. BBSR-1, BBSR-2, Cuttack, Dhenkanal, Paradeep covering 20 Divisions. Count of consumers are also attached for reference in Annexure. This shall be a two-part Bidding and is being done Division wise:

This shall be a two-part Bidding and shall be done on individual Division basis.

Part-1. Fixed Component: Cost of Section Wise Number of Meter Reader & Supervisor's with their Minimum Wages + Incentive/Penalty.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

Part-2. Variable Component: Cost of Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.

Supervision charges shall be computed considering all the heads indicated against variable component. The same shall be quoted in Schedule of Quantity & prices as percentage (%) of fixed component for the purpose of bidding.

- The overall 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 based on 1st year performance.
- 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 its date of intimation to the vendor 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 vendor shall fully cooperate with TPCODL in making such changes with an aim for overall cost optimization. The revised charges for Meter Reading Cum Spot Billing / Bill Distribution shall be jointly agreed upon between TPCODL and the vendor in such case.
- 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.
- All the terms and conditions of GCC shall be applicable.
- 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.
- Immediately after awarding of the contract, Business Associate(s) should submit in writing a detailed execution and resource deployment plan to TPCODL within 7 days of awarding LOI/RC.
- In case, a mutual consensus on the rates and other terms and conditions is not reached between TPCODL and the BA, TPCODL reserves the right to terminate the contract by giving 15 Days' notice period and allocating the same to any other BA as deemed fit by TPCODL to maintain uninterrupted operations at site.
- On daily basis, meter readers are required to report to the concerned TL MBC/Section Manager/Section Commercial officer for daily allocation of meter reading related work.
- Supervisor shall report to the SDO/TL MBC/HoG-Commercial/any other official as designated by TPCODL from time to time. Division Coordinator shall co-ordinate with the concerned Section Manager/Section Commercial officer/ TL MBC/HoG-Commercial and the Supervisors/Meter readers for ensuring achievement of the daily performance targets/providing necessary administrative and logistic support. Division Coordinator shall

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

also co-ordinate with the Business Associate for ensuring availability of the required number of meter readers at all times.

- BA shall serve a 15 days' notice & terminate the Meter Reader and/or Supervisor on Non-achievement of Billing Coverage, Actual Billing, OCR Billing & Provisional Billing targets. If Meter Reader's/Supervisor's Billing coverage is less than 90% continuously for 2 Months, then he shall be terminated by BA after serving him a 15 days' Notice period. Similarly, Meter Readers and/or Supervisor(s) shall be terminated by BA after 15 days' Notice if their Billing Coverage is less than 80% in any month without any valid reason. (Elaborated details for Penalty & Incentive including Retention Amount may be referred in Annexure 3). However, Chief Commercial shall be the final authority to decide in case of any representation or facts are produced by any meter reader / supervisor, justifying his claim or low performance.
- Parallel Employment by meter reader or supervisor (other than Meter Reading/Supervision under this contract) shall not be allowed and if anyone found violating, shall be punished, leading to Termination of the service immediately.
- Training of all BA employees is an important activity & is mandatory prior to their deployment. Business Associate(s) will organize training of manpower (All Types) once in a Month. All the new manpower inducted shall be given 5 days of mandatory Technical/Functional/Customer Behavioural training by the Business Associate about the field activities pertaining to Meter Reading & Billing including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPCODL and implemented in the presence of TPCODL representative. Failure of this will invoke penalty of 1% of Supervision Charges per month.
- Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPCODL. Meter Reader & Supervisor's recruitment by BA shall be done after their interaction and concurrence by EIC.
- The Business Associate shall submit documents of Meter Reader & Supervisors to TPCODL BA-Cell for issuance of Identity Card (I-Card) within 7 Days of LOI/RC. Further, in case of misuse of I-Card, any loss/damage/expenses borne by TPCODL shall be recovered from the Business Associate(s). No BA employee shall go to site without a valid I-card.
- TPCODL reserves the right to make changes to the scope of work with a view to optimize the overall cost of TPCODL. The BA shall fully cooperate with TPCODL in making such changes with an aim for overall cost optimization.
- Any new connection / addition shall be promptly updated in the existing walking sequence data base by BA and actual reading carried out for the same.

Meter reading activity will be carried out across 20 divisions.

- 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.
- In case of Timed out / Non OCR cases, clear & legible Photo showing the meter no. and meter reading in the same frame. MDI KW reading is to be captured in all cases, without fail. Failure to comply with the above mentioned conditions, shall attract penalty (Refer to Annexure - Penalty & Incentive).

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- Meter Readers and Bill distributors must be medically fit and vision of 6/6 (with or without spectacles). It is mandatory to submit fitness certificate before employing the meter reader & supervisor. Yearly fitness certificate for each BA employee to be ensured through a Govt. authorized centre.
- In case of termination of any employee by Business Associate(s), the same shall be informed to TPCODL, specifying the reasons for termination.
- Provision has to be made by the Business Associate(s) that meter reader does not switch off the GPS, data connection and use any other application, internet other than the spot billing application as prescribed by TPCODL. The Business associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader.
- The Business Associate(s) shall deploy section wise specified number of Meter Readers & Sub-Division Wise Supervisors as mentioned in Annexure 2, however, TPCODL reserves the right to increase or reduce this count based on its assessment, whenever required.
- Meter Readers & Supervisors deployed by Business Associate shall be paid Minimum wages, in Semi-Skilled & Skilled Category, respectively. Non-Achievement/Over-Achievement of monthly Targets will attract Penalty/Incentive for Meter Reader, Supervisor & Business Associate(s) as indicated in Annexure.
- TPCODL reserves the right to disqualify any Bidder, if bid price does not meet the minimum/realistic Supervision cost. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.
- 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- ❖ 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 either on pre-printed paper roll or on plain paper roll in SBM category (1-phase) and Bill delivery to each allocated consumer. The printing and the paper quality should be such that the printed bill parameters are clearly legible and the impression should last for at-least 6 months from the date of printing.
- ❖ 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 with photo of reading parameters. Hardcopy of printed bill in two lots (1st lot by 5th day & 2nd lot by 10th 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 will be considered as per delivery entry made in POD application by agency for its performance.
- ❖ Agency will also ensure that meter display is periodically cleaned for capturing clear image and for that agency has to provide duster/cotton cloth/sponge & spirit 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.
- 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 27 to 33 days). Non SBM reading will start from 25th of each month and finish till 4th day of subsequent month. (Means reading start from 25th Apr & finish till 4th 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.
- 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- In case of Timed out / Non OCR cases, clear & legible Photo showing the meter no. and meter reading in the same frame. MDI KW reading is to be captured in all cases, without fail. Failure to comply with the above mentioned conditions, shall attract penalty (Refer to Annexure - Penalty & Incentive).
- Against Timed Out / Non OCR (UCR) cases, at-least 5% 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.
- 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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

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.***
- 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.
- In case, the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPCODL database system on time on a daily basis.
- Business Associate is responsible to provide sufficient quantity of **Mobiles & SIMs with Impact Bluetooth printers, paper roll and sufficient monthly internet data pack** with suitable GPRS connectivity available area for Spot Billing works, **Power Bank (1000MAh)** & hardware for upload/download data to/from Mobile phones to meter readers. 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- 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)
- Billing for each month to be aligned with respect of Scheduled Power Outages of the respective Division in consultation with the Section Manager/SDO/TL MBC.
- Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall not be paid separately to Meter Reader or BA as same is part of scope of work.
- Business Associate shall **deploy experienced supervisor** (minimum qualification is Diploma holder) having more than 5 years of experience in monitoring of meter reading, billing, NonSBM reading 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.
- All **Meter Readers deployed** by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th 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 18 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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, Tester, Torch, Uniform, 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 (key punching operator - data entry operator)/ 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- The Business Associate(s) have to support TPCODL for organization of necessary camps to improving the billing percentage.
- In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPCODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.

Establishment, Data Compilations and Reports:

- Spot Billing Business Associate(s) shall set up 1 no. (one) of office establishments in division or 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)** who is in-charge & responsible of all reading activities (SBM & NSBM) & its performance of division from business associates and to report to nodal officer of TPCODL division.
- 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) 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 / plain paper roll and other stationary require for office establishment. All cost should be considered in financial costing.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- **Availability:** The Meter Reading, Spot Billing and Bill Distribution service is to be available at least 99% of the defined service delivery time. In case of failure, all damages fees will be as per the penalty defined in Section (Refer Annexure - Penalty & Incentive). Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.
- **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,

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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 division or 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 1st 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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 7th 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.
- Business Associate shall improve the provisional reading cases on month on month basis from the effective date of contract. Failure in reduction of the provisional reading cases shall attract a penalty (Refer Annexure - Penalty & Incentive).
- The Business Associate(s) shall provide list and provide Site Visit Report (in prescribed format of TPCODL) with sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database, duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database like Soubhagya Consumers & electro-mechanical meters installed at site/meter no. mismatch cases/disconnected – TD in system but live at site) along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
- In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPCODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPCODL) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- The business Associate(s) shall extend all reasonable support to TPCODL in a drive for recording any other statutory information required which TPCODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location (such as meter at height, inside the house, non-accessible, obstacle), dirty meter box/meter screen, Air-Conditioners installed at consumer premises etc.
- Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPCODL to not only correct, update the data base but book, consumer's indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
- 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 Tester, Torch, Uniform, 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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 to 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.
- Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given, after checking their validity. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a penalty @ Rs 2/- per mobile number per consumer.
- Business Associate(s) shall provide all necessary support in implementing new/ innovative technology/process and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. Penalty of Rs.100 per case on Supervision charges shall be imposed on such cases if found. Business Associate(s) will read/report all meters in a premises and report cases which were not given in the downloaded data and report these as extra connections not in TPCODL billing system presently or Disconnected/Removed in TPCODL billing system (with reading, correct DT/Binder/MRU, adjoining CA No. and Walking Sequence.) plus assist TPCODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, Business Associate(s) shall be given an incentive of Rs. 250 per such case as per clause (Refer Annexure - Penalty & Incentive). At the end of each financial year, BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a penalty of Rs. 500 per such case found by TPCODL.
- Special meter reading cases can be of any division in TPCODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, and Disconnected & Door Locked supported by valid proof like photograph & associated field information etc. in the prescribed SVR format as decided by TPCODL. These cases will be in addition to 1PH Billing Target given for each meter reader and no separate payment/incentive will be provided.
- The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be required to deliver the disconnection notice separately and / or any informative pamphlets related to TPCODL, for which BA shall collect the printed copies of the disconnection notice along with the defaulters list and / or any informative pamphlets related to TPCODL, from the concerned EIC and give the acknowledgement to the EIC.
- The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
 - ❖ Date of service of notice.
 - ❖ Name and Detail address of the consumer with father /spouse name
 - ❖ Nearest land mark of the premises
 - ❖ Adjacent consumer number
 - ❖ Mobile number of consumer/Person receiving the notice

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.

- **Statutory Requirements:**

*Property of TPCOD/TPCODL/TPCODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPCODL/TPCODL/TPWODL*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

a) If any financial irregularity like non-payment of Salary, Incentive, short payment etc. by the Business Associate(s) is noticed, TPCODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.

b) The personnel engaged by the Business Associate(s) shall be deemed always as their employees however TPCODL is concerned with their engagement conditions and the remuneration which should be minimum wages in semi-skilled category for Meter readers and Skilled for Supervisors. 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. All statutory compliances shall be ensured by the Business Associate(s).

c) Business Associate shall undertake to indemnify the Company against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in BAs employment or to any other person or properties including those of TPCODL, arising due to reasons attributable to any, act, omission of the BA, for the entire period of contract.

d) TPCODL shall not be responsible, if the Business Associate(s) infringes the laws or statute of Odisha state/India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.

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 4 categories as City(C) /Urban (U), Rural-(R1) and Remote Rural- (interior rural) (R2). Based on segregation, consumer base per meter reader will be fix for reading work after issuing of contract & discuss with EIC. However, in few areas reading is carried out by WSHG in that case consumer base for reading meter reading is different from total consumer base and excluded from BA scope. **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) with growth	Nos. of SBM Supervisor required	Nos. of SBM Meter Reader Require
1	BAED	Balugaon	2	10	70483	5	40
2	NYD	Nayagarh	4	16	34096	12	27
3	TED	Chainpal	4	14	152838	14	90
4	AnED	Angul	3	10	168308	10	95
5	AED	Athagarh	2	8	122237	11	72
6	DED	Dhenkanal	4	16	199396	16	113
7	CED	Cuttack	4	12	154281	12	88
8	CDD-1	Cuttack	4	14	83206	8	45
9	CDD-2	Cuttack	3	10	83040	7	46
10	SED	Salipur	3	10	115493	10	69

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

Sr.No.	Division code	Division Name	No. of Sub-Division	No. of Section	Total No. of Consumers (Monthly) with growth	Nos. of SBM Supervisor required	Nos. of SBM Meter Reader Require
11	BCDD-1	BBSR	3	12	60274	6	31
12	NED	Nimapara	3	12	186879	12	108
13	BCDD-2	BBSR	3	13	189541	13	115
14	BED	BBSR	2	12	131338	6	68
15	PED	Puri	4	17	177764	17	97
16	KHD	Khorda	5	18	190508	18	108
17	KED1	Kendrapara	4	18	209027	18	115
18	KED2	Marshaghai	2	7	97902	7	57
19	PDP	Paradeep	3	8	113187	8	64
20	JED	Jagatsinghpur	3	9	137755	9	76
	Total		65	246	2677553	219	1524

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 26,77,553 monthly SBM Reading count is excluding 2,35,192 WSHG count so you may consider 26.77 Lac for reading count in your costing.

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

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.

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 follow up & smart meter non communicate reading.**

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

Sr.No.	Divisions	Division Name	Sub-Division	Section	Total No. of Consumers (Monthly) with growth	No. of Meter Reader Require for Non SBM	No of Non SBM Supervisor Require
1	BAED	Balugaon	2	10	2405	15	1
2	NYD	Nayagarh	4	16	5379	33	1
3	TED	Chainpal	4	14	3804	24	1
4	AnED	Angul	3	10	5757	30	1
5	AED	Athagarh	2	8	2109	15	1
6	DED	Dhenkanal	4	16	5784	33	1
7	CED	Cuttack	4	12	4704	27	1
8	CDD-1	Cuttack	4	14	1478	14	1
9	CDD-2	Cuttack	3	10	2272	13	1
10	SED	Salipur	3	10	2206	16	1
11	BCDD-1	BBSR	3	12	2108	13	1
12	NED	Nimapara	3	12	7705	42	1
13	BCDD-2	BBSR	3	13	4174	24	1
14	BED	BBSR	2	12	5337	28	1
15	PED	Puri	4	17	4742	29	1
16	KHD	Khorda	5	18	5600	32	1
17	KED1	Kendrapara	4	18	3239	21	1
18	KED2	Marshaghai	2	7	1100	7	1
19	PDP	Paradeep	3	8	1054	9	1
20	JED	Jagatsinghpur	3	9	2558	16	1
	Total		65	246	73515	441	20

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.

- 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:

Provisional billing Target in % = No. of provisional reading (**excl. faulty/No meter**)

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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- 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.
- After completing the assigned work in a particular Section the concerned TL-MBC/ SDO would have the right to utilize the manpower optimally across the various section in same Sub-Division. At regular interval, meter reader shall be swapped across the section within a Sub-Division/adjacent Sub-Division within same Division and the Supervisor shall be swapped across the Sub- Division within the Division.
- 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.
- While TPCODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition), Bluetooth meters for meter reading, bidder shall not charge for the extra time and cost involved.

7.2 Payment Terms

100% payment of Part-1 (Fix component) & 70% payment of Part-2 (Variable component – Supervision charges) shall be made to BA within 3 days on receipt of certified Bills as per work quantities, manpower deployed & performance recorded in system and remaining 30% payment of part-2 (variable component – Supervision charges) after receiving compliance like **submission of proof of transfer of wages to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.**

New Process to follow:

- RCM team extract user id wise reading performance from SAP & forward to TL-MBC to give confirmation on actual deployment of manpower at field. After confirmation on mail, BA need to raise invoice in HQ and Division by 5th 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 100% payment from part-1 (fix component) and hold payment for part-2 (supervision charges) on 3rd day from SES release date.
- 70% payment from part-2 (supervision charges) 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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

after deducting amount for non-compliance as listed in Scope of Work / Service Level Agreement.

- Rest 30% payment from part-2 (supervision charges) shall be released on submission of proof of transfer of wages to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.
- 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.

Minimum Qualification of Manpower engaged in Reading**Qualification Matrix for BA Employees**

Manpower Type	Education	Experience	Location
Project In Charge (common MBC)	B.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	B.E./B.Tech/Any Graduate	Minimum 10 years in similar profile in power distribution sector having good analytical skill.	Division
HR – Executive	Any Graduate	Minimum 2-5 years of experience in preparing salary and handling ESI, PF, Group Insurance issue	Division/HQ/Back office at vendor office
SBM Supervisor	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	Field Staff
Non SBM Supervisor	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/Field staff
Meter Reader for SBM & NSBM	Minimum 12th Standard Pass and able to Speak, Read & Write Hindi & Odiya Language and understand basic English	Minimum 1 year of experience. Age - >18 years	Field Staff
Key Punching Operator – Data	Diploma/Any Graduate	Exp. As KPO. Good knowledge of computer &	One in Division office with TL-

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Qualification Matrix for BA Employees

Manpower Type	Education	Experience	Location
Entry Operator (KPO)		excellent in Excel sheet & word. SAP exp. Prefer.	MBC & remaining for Subdivision work at available location
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.

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.

❖ Manpower Requirement:

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

Divisions	No. of Sub-Division	No. of Section	Meter Readers for SBM	No of SBM Supervisors	Total Meter Reader for Non SBM	No of Supervisor for Non SBM	No. of KPO in Reading	No of Divisional Project Engineer
BAED	2	10	40	5	15	1	2	1
NYD	4	16	27	12	33	1	4	1
TED	4	14	90	14	24	1	4	1
AnED	3	10	95	10	30	1	3	1
AED	2	8	72	11	15	1	2	1
DED	4	16	113	16	33	1	4	1
CED	4	12	88	12	27	1	4	1
CDD-1	4	14	45	8	14	1	4	1
CDD-2	3	10	46	7	13	1	3	1
SED	3	10	69	10	16	1	3	1
BCDD-1	3	12	31	6	13	1	3	1
NED	3	12	108	12	42	1	3	1
BCDD-2	3	13	115	13	24	1	3	1

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

BED	2	12	68	12	28	1	2	1
PED	4	17	97	17	29	1	4	1
KHD	5	18	108	18	32	1	5	1
KED1	4	18	115	18	21	1	4	1
KED2	2	7	57	7	7	1	2	1
PDP	3	8	64	8	9	1	3	1
JED	3	9	76	9	16	1	3	1
Total	65	246	1524	225	441	20	65	20

*MR – Meter Reader, KPO – Key Punching Operator(1 per sub-division), Non SBM supervisor (one per division)

- In case of combine BA in reading and collection, nos. of supervisor will be considered as one common for both reading & collection. However, TPCODL EIC/HO-RCM superior will confirm it before finalization/deployment at field after discussing internally.
- 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.
- Minimum wages have to be ensured and would be linked with Meter Reading minimum targets achievement. However specific Job Description with key deliverables must be agreed and shared with all Meter Readers. 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.
- Hardship allowance (consider as Fuel expense) should be given to the meter readers, 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 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 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 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.

Meter Readers & Supervisors shall get additional area wise fixed monthly hardship allowance:

- Additional Hardship allowance can be decided by TPCODL Management for in-accessible Location(s).
- Monthly Allowance of Rs.200/- per Meter Reader & Supervisor shall be provided for Mobile Data.

However, the above allowances shall not be considered as base amount for bidding purpose.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

- Since meter reading is 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.
- Selected bidder has to ensure Deployment / Replacement of Meter Readers 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, project divisional manager, meter reader etc.
- Selected bidder must give target to their meter readers, 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.
- If there is a common Business associates for reading & collection activities in same division then manpower deployment will be again reassess by EIC & HO – RCM team and inform to Business associate for further engagement and raising invoice accordingly.
- **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.**

Annexure II**Consumer Details. BBSR-1, BBSR-2, Cuttack, Paradeep & Dhenkanal Circle, Division, SDO & Section wise consumer count & required Manpower details****BBSR-1 Circle:**

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
BCDD-1 ,BHUBANESWAR	SDO 1	BRIT COLONY	City	1.4	4726	62	2	1
		DELTA	City	3.6	7421	187	3	1
		Power House 2	City	2.4	8231	220	4	1
		UNIT 6	City	2.2	4053	126	2	1
	SDO 2	KARVEL NAGAR	City	1.4	3927	207	2	1
		UNIT 1	City	5.3	7607	272	4	1
		UNIT 2	City	0.9	2640	196	2	1
		UNIT 4	City	1.4	4243	162	2	1
	SDO 3	BOARD COLONY	City	1.0	1873	76	1	1

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.	
		SAHID NAGAR	City	1.6	5227	389	3	2	
		UNIT 9 FLAT	City	1.8	5303	66	3	1	
		UNIT 9 ROAD	City	1.8	5023	145	3	1	
BCDD-1 ,BHUBANESWAR Total				24.7	60274	2108	31	13	
BCDD-2 ,BHUBANESWAR	KHANDAGIRI	BHARATPUR	Rural	60.1	23564	365	15	2	
		DUMUDUMA	Urban	4.5	13848	150	8	1	
		KALINGANAGAR	Urban	40.4	19401	579	13	3	
		Khandagiri S/O	Urban	7.3	12430	347	7	2	
	NAYAPALLI	BARAMUNDA	City	1.9	6557	167	4	1	
		IRC NAYAPALLI	City	12.5	10540	386	6	2	
		VSS NAGAR	City	7.5	11017	138	6	1	
		XAVIER	Urban	5.5	15022	275	8	2	
	PERIPHERI	BARANG	Rural	125.0	19074	462	13	3	
		CS PUR 1	Urban	3.6	12029	239	7	1	
		CS PUR 2	Urban	12.6	18297	576	11	3	
		GODISAHI	Rural	57.9	9283	263	6	2	
			KANANVIHAR	Urban	7.0	18479	227	11	1
	BCDD-2 ,BHUBANESWAR Total				345.7	189541	4174	115	24
BED,BHUBANESWAR	RASULGARH	KALPANA 1	Urban	2.5	6832	261	4	2	
		KALPANA 2	Urban	2.0	7305	219	4	1	
		LAXMISAGAR	Urban	9.9	13621	511	7	3	
		MANCHESWAR	City	7.2	6460	455	3	2	
		PHULNAKHARA	Urban	74.2	21995	966	10	4	
		Rasulagarh S/O	Urban	8.5	14699	485	7	2	
	TEMPLE	BARAGADA	Urban	10.0	13808	551	7	3	
		DHAULI	Rural	33.3	21232	649	12	3	
		OLD TOWN 1	Urban	9.2	13319	331	7	2	
		OLD TOWN 2	Urban	1.4	5233	388	3	2	
		OLD TOWN 3	Urban	2.8	6584	105	3	1	
		UTTARA	Remote Rural	63.2	250	416	1	3	
BED,BHUBANESWAR Total				224.4	131338	5337	68	28	
NED , NIMAPARA	KAKATPUR	ASTARANG	Remote Rural	116.1	16219	213	10	2	
		KAKATPUR 1	Rural	49.1	13462	218	8	1	
		KAKATPUR 2	Remote Rural	117.9	20905	852	12	5	
	NIMAPARA	GOP	Remote Rural	196.9	20974	759	12	4	
		KONARK	Remote Rural	181.8	15171	800	9	4	
		NIMAPARA 1	Rural	132.4	22003	968	12	5	
		NIMAPARA 2	Remote Rural	136.0	16935	936	10	5	
	PIPILI	BALAKATI	Rural	65.6	12890	623	7	3	
BALIPATNA		Rural	98.3	16714	724	9	4		

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
		BHARATIPUR	Remote Rural	53.2	6416	394	4	2
		PIPILI 1	Remote Rural	74.1	13711	557	8	3
		PIPILI 2	Remote Rural	56.2	11479	661	7	4
NED , NIMAPARA Total				1277.5	186879	7705	108	42

BBSR-2 Circle:

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
BAED,BALUGAON	BALUGAON	BALUGAON 1	Urban	20.5	6187	127	3	1
		BALUGAON 2	Rural	68.5	3641	204	2	1
		BANAPUR 1	Rural	61.3	5349	124	3	1
		BANAPUR 2	Rural	290.4	7316	124	4	1
		NACHUNI	Rural	174.4	8392	424	5	2
	TANGI	BHUSANDPUR	Rural	127.3	5470	99	3	1
		KUHUDI	Rural	53.9	5669	166	3	1
		RANAPUR	Rural	348.9	13678	706	8	4
		TANGI 1	Rural	139.7	5741	189	4	1
		TANGI 2	Rural	132.3	9040	242	5	2
BAED,BALUGAON Total				1417.2	70483	2405	40	15
KHD , KHURDA	BANKI	BANKI 1	Rural	56.4	10200	186	6	1
		BANKI 2	Rural	122.1	11925	204	7	1
		BANKI 3	Rural	257.1	8729	306	5	2
	BEGUNIA	BAGHAMARI	Rural	112.5	10306	224	6	1
		Begunia S/O	Rural	109.5	10584	329	6	2
		KALAPATHAR	Rural	115.0	12296	316	7	2
		RAJSUNAKHALA	Rural	168.4	16206	764	9	4
	JANKIA	Jankia Sec Off	Rural	119.4	12218	357	7	2
		MALIPADA	Rural	98.4	9350	292	5	2
		NIRAKARPUR	Rural	124.4	11771	223	7	1
	JATNI	HARIRAJPUR	Rural	42.4	6081	133	4	1
		JANLA	Rural	84.0	10814	609	6	3
		JATANI 1	Urban	17.5	9927	158	5	1
		JATANI 2	Urban	29.1	6116	240	3	1
	KHURDA	KHURDA 1	Urban	15.7	11845	264	6	2
		KHURDA 2	Rural	138.6	11554	220	7	1
KHURDA 3		Rural	140.9	12489	285	7	2	
KHURDA 4		Rural	58.7	8097	490	5	3	
KHD , KHURDA Total				1810.1	190508	5600	108	32
NAYAGARH Div	DASPALLA	DASPALLA	Rural	666.9	8468	448	5	2
		GANIA	Rural	342.8	1702	307	1	2

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
		NUAGAON	Remote Rural	754.5	3519	373	3	2
	ITAMATI	BOLAGARH	Rural	83.4	170	293	1	2
		ITAMATI 1	Rural	73.2	90	451	1	3
		ITAMATI 2	Rural	56.4	1754	455	1	3
	KHANDAPADA	BHAPUR 1	Rural	107.5	72	208	1	1
		BHAPUR 2	Rural	81.1	71	126	1	1
		KANTILO	Rural	162.8	664	231	1	2
		KHANDAPADA	Rural	112.9	3569	285	2	2
	NAYAGARH Sub Div	NAYAGARH	Urban	71.5	10421	411	5	2
		ODAGAON 1	Rural	226.8	1884	339	1	2
		ODAGAON 2	Rural	119.2	695	335	1	2
		Periphery S/O	Remote Rural	305.2	98	487	1	3
		SARANAKUL 1	Rural	71.0	79	298	1	2
		SARANAKUL 2	Rural	167.0	840	332	1	2
	NAYAGARH Div Total			3401.9	34096	5379	27	33
PED,PURI	PURI-I	BALIAPANDA	Urban	10.6	9899	279	5	2
		KACHERI	Urban	1.8	7298	261	4	2
		PASCHIMADWAR	Urban	2.9	9106	201	5	1
		SWARGADWAR	Urban	0.6	3489	117	2	1
	PURI-II	BRAHMAGIRI	Rural	229.9	18692	402	10	2
		DELANGA	Rural	152.7	18122	513	10	3
		KANAS	Rural	138.2	15108	607	8	3
		SADAR	Rural	154.5	6313	242	4	2
		SUNAMUHI	Rural	241.4	11666	225	7	1
	PURI-III	CHARINALA	Urban	8.8	5390	93	3	1
		GHODABAZAR	Urban	4.0	8626	278	4	2
		POWERHOUSE	Urban	2.3	11350	239	6	1
		TALABANIA	Urban	2.7	6227	45	3	1
	SAKHIGOPAL	CHANDANPUR	Rural	111.9	7047	448	4	2
		SAKHIGOPAL-1	Rural	76.6	13853	286	8	2
SAKHIGOPAL-2		Rural	105.5	12707	201	7	1	
SATASANKHA		Rural	72.8	12871	305	7	2	
	PED,PURI Total			1317.1	177764	4742	97	29

Cuttack Circle:

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
AED,ATHAGADA	ATHAGADA	ATHAGADA 1	Urban	10.8	5376	126	3	1
		ATHAGADA 2	Remot	206.9	20596	500	12	3

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSB M count	Sum of SB M MR Req.	Sum of NSB M MR Req.
			e Rural					
		KHUNTUNI	Remote Rural	280.7	17709	458	11	3
		NUAPATNA	Rural	45.0	11025	140	6	1
		TIGIRIA	Remote Rural	89.2	10668	201	7	2
	Narsingpur S/D	Baramba	Remote Rural	279.2	21415	262	13	2
		Kanpur	Remote Rural	216.8	15174	168	9	1
		Narsingpur	Rural	584.0	20274	254	11	2
AED,ATHAGADA Total				1712.6	122237	2109	72	15
CDD-1,CUTTACK	SUB DIVISION 01	BUXI BAZAR	Urban	2.2	5216	107	3	1
		COLLEGE SQUARE	Urban	2.6	5731	144	3	1
		RANIHAT 1	Urban	0.8	5218	96	3	1
		RANIHAT 2	Urban	2.9	2893	125	2	1
	SUB DIVISION 03	CITY	Urban	0.5	3346	34	2	1
		GANESH GHAT	Urban	2.8	3073	109	2	1
		KAZI BAZAR	Urban	0.6	4193	53	2	1
		TOWN HALL	Urban	1.0	4843	94	3	1
	SUB DIVISION 04	CANTONMENT	Urban	6.8	8911	158	5	1
		CHANDINI CHOWK	Urban	0.8	5582	54	3	1
	SUB DIVISION 06	TINIKONIA BAGICHA	Urban	0.8	4861	203	3	1
		BIDANASI	Urban	18.3	10796	92	5	1
		CDA	Urban	7.6	12805	146	6	1
		TULSIPUR	Urban	3.5	5738	63	3	1
CDD-1,CUTTACK Total				51.4	83206	1478	45	14
CDD-2,CUTTACK	BADAMBADI	BADAMBARI	Urban	2.6	6910	177	4	1
		DOLAMUNDAI	Urban	1.7	8984	161	5	1
		IND.ESTATE(OGP)	Urban	11.4	13490	362	7	2
	JOBRA	JAGATPUR	Urban	8.6	2281	264	2	2
		JOBRA	Urban	10.3	6937	248	4	1
		KANDARPUR	Rural	61.4	9071	164	5	1
		KISHORNAGAR	Rural	54.0	8130	142	5	1
		MAUZA	Rural	46.3	9468	384	5	2

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSB M count	Sum of SB M MR Req.	Sum of NSB M MR Req.
	MAHANADIVIHAR	CHAULIAGANJ	Urban	3.9	9193	203	5	1
		MAHANADI VIHAR	Urban	11.8	8576	167	4	1
CDD-2,CUTTACK Total				212.1	83040	2272	46	13
CED,CUTTACK	BADACHANA	BADACHANA	Rural	111.1	13936	412	8	2
		BALICHANDRAPUR	Rural	87.4	16151	308	9	2
		CHHATIA	Rural	189.9	16097	605	9	3
	CHOUDWAR Sub Div	CHARIBATIA	Rural	86.6	8974	173	5	1
		CHOUDWAR 1	Urban	51.6	11545	282	6	2
		CHOUDWAR 2	Rural	176.0	17329	539	10	3
	GOPALPUR	ADASPUR	Rural	71.1	10722	535	6	3
		BALIKUDA	Urban	47.1	13782	339	7	2
		GOBINDAPUR	Remote Rural	64.2	10706	370	7	2
	NIALI	NIALI-I	Rural	81.6	13341	276	8	2
		NIALI-II	Remote Rural	86.6	10243	320	6	2
SITHALO		Remote Rural	76.1	11455	545	7	3	
CED,CUTTACK Total				1129.3	154281	4704	88	27
SED , SALIPUR	MAHANGA	ERKANA	Remote Rural	55.8	10320	245	6	2
		KOTHAPADA	Remote Rural	48.4	7567	161	5	1
		Mahanga Sec Off	Remote Rural	59.6	11137	167	7	1
	N.Koili Sec Div	ASURESWAR	Remote Rural	59.3	11040	193	7	1
		N KOILI	Rural	54.0	12143	244	7	2
		ORIKANTA	Remote Rural	126.2	17193	456	10	3
	SALIPUR Sub Div	BAHUGRAM	Rural	87.7	15226	309	9	2
		RAISUNGUDA	Rural	40.6	10056	127	6	1
		SALIPUR 1	Rural	48.5	12406	229	7	2
		SALIPUR 2	Remote Rural	42.6	8405	75	5	1
SED , SALIPUR Total				622.7	115493	2206	69	16

Paradeep Circle:

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
JED,JAGAT SINGPUR	BALIKUDA	BALIKUDA 1	Rural	99.6	17447	202	10	1
		BALIKUDA 2	Remote Rural	220.9	18521	172	11	1
		NAUGAON	Rural	127.9	18970	254	10	2
	JAGATSINGPUR	DHIASAH I	Rural	56.4	10570	228	6	2
		J S PUR 1	Urban	60.9	19397	547	9	3
		J S PUR 2	Rural	92.1	14124	263	8	2
		MANDASAH I	Rural	49.3	9612	166	6	1
	RAGHUNATH PUR	BIRIDI	Rural	97.9	14197	335	8	2
		Raghunathpur S/O	Rural	87.6	14917	391	8	2
JED,JAGATSINGPUR Total				892.7	137755	2558	76	16
KED1,KEN DRAPARA	AUL	Aul Sec Off	Urban	78.2	11760	236	6	1
		BHUINPUR	Remote Rural	82.2	9259	95	6	1
		OLAV ER	Rural	112.7	12453	111	7	1
		RAJKANI KA	Rural	150.0	16933	245	9	2
	KENDRAPAR A S/D	CHHATA	Rural	56.6	10208	195	6	1
		DANPUR	Rural	70.2	15613	168	9	1
		INDUPUR	Rural	77.4	11297	158	6	1
		KENDRAPARA 1	Urban	21.1	12698	238	6	1
		KENDRAPARA 2	Urban	119.6	14115	248	7	1
	PATTAMUND AI	KENDRAPARA 3	Rural	42.3	10482	176	6	1
		DANDISAH I	Rural	50.7	7186	176	4	1
		PATRAPUR	Remote Rural	49.5	7951	88	5	1
		PATTAMUNDAI 1	Urban	91.7	16808	284	8	2
		PATTAMUNDAI 2	Rural	94.5	12045	198	7	1
		PATTAMUNDAI 3	Rural	59.9	7467	81	4	1
	RAJNAGAR	RAJNAGAR 1	Rural	96.6	9337	197	5	1
		RAJNAGAR 2	Rural	280.3	13489	243	8	2
TALACHUA		Remote Rural	167.7	9926	102	6	1	
KED1,KENDRAPARA Total				1701.4	209027	3239	115	21
KED2,MAR SHAGHAI	Mahakalapad a S/D	BABAR	Remote Rural	110.8	11816	116	7	1
		LUNA	Rural	83.9	11778	150	7	1
		MAHAKALAPAD A	Remote Rural	255.4	16667	129	10	1
	Marshaghai S/D	GARADAPUR	Remote Rural	64.2	10309	184	6	1
		KORUA	Rural	80.3	13463	142	8	1
		MARSHAGHAI S/D	Rural	90.4	15720	223	9	1
NUAPADA	Rural	112.9	18149	156	10	1		
KED2,MARSHAGHAI Total				797.8	97902	1100	57	7
PDP,PARAD EEP	KUJANGA	CHATUA	Remote Rural	37.0	13095	49	8	1
		Kujang	Rural	123.2	7570	56	4	1
		RAHAMA	Rural	116.5	16697	104	9	1
	PARADEEP	BHUTAMUNDAI	Rural	38.9	9966	54	6	1
		Paradeep Sec Off	Urban	97.4	12747	190	6	1

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
	TIRTOL	ERSAMA	Remote Rural	289.8	24776	250	15	2
		KOLAR	Rural	79.1	12337	158	7	1
		TIRTOL	Rural	95.0	15999	193	9	1
PDP,PARADEEP Total				877.0	113187	1054	64	9

Dhenkanal Circle:

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
Angul Division	ANGUL	Angul No I	Urban	20.7	12217	469	6	2
		Angul No II	Urban	13.5	10276	296	5	2
		Angul No III	Rural	266.8	23928	516	13	3
		Bantla	Rural	430.0	25537	895	14	4
	BOINDA	Athamallik	Rural	570.8	15433	449	9	2
		Bamur	Remote Rural	591.6	15233	392	9	2
		Boinda Sec Off	Remote Rural	820.7	20823	976	12	5
	CHENDIPADA	Chhendipada	Remote Rural	323.7	16856	725	10	4
		Jarapada	Remote Rural	585.6	14367	523	9	3
		Kosala	Rural	310.1	13638	516	8	3
Angul Division Total				3933.3	168308	5757	95	30
DED,DHENKANAL	DHENKANAL Sub Div	BHAPUR	Rural	256.4	12821	651	7	3
		DKL SEC-I	Urban	10.5	11652	201	6	1
		DKL SEC-II	Rural	179.3	17354	716	10	4
		DKL SEC-III	Rural	118.1	11089	299	6	2
	GONDIA	Gondia Sec Off	Rural	336.6	10997	347	6	2
		JORANDA	Rural	228.6	14725	665	8	3
		NIHAL PRASAD	Remote Rural	174.2	9174	204	6	2
	HINDOL ROAD	HINDOL	Rural	266.0	13541	303	8	2
		Hindol Road S/O	Rural	123.5	10420	266	6	2
		KHAJURIAKATA	Rural	504.9	20440	431	11	2
	KAMAKHYA NAGAR	BHUBAN	Rural	161.8	14392	407	8	2
		K NAGAR	Rural	189.1	12295	362	7	2
		KALIAPANI	Remote Rural	217.9	4968	46	3	1
		KANKADA HADA	Remote Rural	532.4	11946	243	7	2
		M K GOLA	Rural	226.1	13962	448	8	2
R N PUR		Rural	178.7	9620	195	6	1	
DED,DHENKANAL Total				3704.2	199396	5784	113	33

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

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Division	Sub Division	Section	Area type	Sq KM Area	Sum of Final SBM Reading count	Sum of Final NSBM count	Sum of SBM MR Req.	Sum of NSBM MR Req.
TED ,TALCHER	CHAINPAL	BANARPAL	Rural	148.0	15687	349	9	2
		Chainpal Sec Off	Rural	48.0	7134	124	4	1
		MERAMANDALI	Rural	123.8	10748	198	6	1
	PALLAHARA	KHAMARA	Remote Rural	467.2	12497	422	8	3
		Pallahara SecOff	Remote Rural	735.9	13299	497	8	3
		PARBIL	Remote Rural	260.0	9008	270	6	2
		RENGALI	Remote Rural	213.0	6558	123	4	1
	PARJANG	PARJANG-I	Rural	354.9	14628	422	8	2
		PARJANG-II	Remote Rural	482.6	16092	337	10	2
	TALCHER	HATATOTA	Rural	136.7	9610	197	6	1
		KANIHA	Rural	171.6	9265	335	5	2
		SAMALA	Rural	46.2	4649	82	3	1
		SOUTH BALANDA	Rural	166.0	12054	177	7	1
		Talcher Sec Off	Urban	22.1	11609	271	6	2
	TED ,TALCHER Total				3376.1	152838	3804	90

Additional Hardship allowance can be decided by TPCODL Management for in-accessible Location(s).

Monthly Allowance of Rs.200/- per Meter Reader & Supervisor shall be provided for Mobile Data. However, the above allowances shall not be considered as base amount for bidding purpose.

Section has been defined as Urban / Semi-Urban / Rural / Remote Rural based on majority of Consumers falling in a particular category. However, Chief- Commercial / Head-Meter Reading & Billing can decide to define/redefine any Section / Part of the Section (like Binder) from one section category to another based on the recommendations of the EIC along with support data. Similarly, a complete Section can also be redefine from one Category to other Category based on EIC recommendation.

Section wise Consumer count and per Meter Reader, wise monthly billing target number is illustrative and actual count may differ depending upon the Area / Binder. There may be different minimum billing target for different Meter Readers based on Geography / Difficulty level / Binder structure etc.

TPCODL reserve the right to increase / reduce no. of Meter Reader and supervisor based on the requirement. Supervision Charges on per BA employee shall either increase / reduce accordingly. BA can claim wages plus other allowances and supervision charges on the no. of BA employees worked during the month. In case of employees not worked for full month, then proration to be done.

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 007

Annexure III- Penalty & Incentive:
(Service Level Agreement)

Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, and Bill Distribution.

1. Penalty on Supervision Charges (SC) of BA:

Billing Coverage of Valid Consumers (%)	Deductions from Supervisory charges ("SC") of BA
99%-100%	Nil
90%-99%	10% of SC
80%- 90%	15% of SC
0- 80%	20% of SC

Note: Penalty shall be levied on Supervision Charges on Business Associate, if Billing Coverage of Valid Consumers in the network (excluding duplicate connections, Ghost consumers, connections not traceable at site etc.) is less than 99% in any month. The BA should ensure that all Duplicate connections, Ghost connections, Connections not found at site etc. shall be reported after every billing cycle. These would be excluded from billing coverage only after necessary verification and confirmation by the Section JE / Commercial Officer /superior officer.

2. Incentive / Penalty for BA Employees:

Billing Coverage of valid Consumers (%)	Penalty/ Incentive for BA Employees
95%-100%	Incentive of Rs. 200 for every >1%
90%-95%	Two Warning letters and Rs.250 retention for 1% drop from 3rd instance in the year
80%- 90%	Retention of Rs.300/- for every 1% drop (two times)
	Notice on 3rd month for 30 days/till month end.
	At the end of 3rd month - Termination Letter
0- 80%	Retention of Rs.300/- for every 1% drop one time (Subject to a maximum amount of 20% of take home salary)
	Notice on end of 1st month
	At the end of 2nd month - Termination Letter

Note: All Penalties clubbed together cannot be more than 20% of Net / take home Salary of Meter Reader, Supervisor and similarly Maximum Penalty on Supervision charges shall be 30%. Duplicate,

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

Ghost, Connection not found etc. cases shall be excluded from Billing Coverage subject to if data with is provided for such consumer by meter reader/Supervisor.

3. Provisional Billing:

If the Provisional cases are found above certain percentages, then the following penalties will be deducted from Meter Reader, Supervisor & Business Associate(s):

S. No.	% of Provisional Billing	Penalty
1	Up to 3%	Nil
2	3-5%	5% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges
3	>5%	10% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges

3. Other Incentive/Rewards:

Sl No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPCODL billing system presently or Disconnected / Removed in TPCODL billing system not given in downloaded data(with reading, correct DT/Binder, adjoining CA and Walking Sequence.)	Rs. 250 / Case to concerned meter reader through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPCODL Ethics Patrika.
4	Capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer
5	Capturing & reporting of correct E-Mail ID.	Rs. 1/- per case once per consumer

Incentive / Retention for Meter Readers: Incentive of Rs. 200 for Meter Readers to be given on every 1% improvement in OCR billing coverage exceeding 90% in his assigned Section and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 70% in his assigned Section.

Incentive / Retention for Supervisors: Incentive of Rs. 200 for Supervisors to be given on every 1% improvement in OCR billing coverage exceeding 90% in his assigned Sub-division/Area and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 70% in his assigned Sub-division/Area.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007****4. Quarterly & Annual R & R shall be conducted based on following parameters**

- Promotion & awareness of self/online payment
- Best Meter Reader in each circle/divisions (Parameters being OCR billing and Actual Billing only)
- Best Supervisor in a circle/division
- Best Division Coordinator in a Circle

5. Other Penalties

Sl No	Condition	Penalty
1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TPCODL prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading.	Up to max. of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10
6	In case of Unethical activity Unethical Activity defined as below; Supress Reading, Offsite Reading (reading entry at the location other than the consumer premises), connivance with consumer, misbehaving with consumer.	Penalty of Rs 3000/- per instance will be deducted from BA supervision charges. Further in case of detection of any unethical act by meter reader/Supervisor, the BA shall immediately remove the concerned person from TPCODL meter reading/supervision work. BA employee shall be black listed from TPCODL and his detail will be shared with other Odisha Discoms Furthermore, any further loss incurred shall be recovered by
7	Non-Submission or unclear Photo	Rs.10/- per case
8	Late Submission of data	5% of the invoices value of the Binder/MRU late submitted per day or Rs. 100/day/binder/MRU whichever is higher (Subject to cap of 30% of total invoice amount per month).

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 007**

Sl No	Condition	Penalty
9	Data Security breach	Rs.10000/- for each such incident. TPCODL also keep right to take action as per prevailing laws including contract termination with security amount
10	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
11	Wrong/incorrect reporting of the each Mobile	Rs. 2/- per case
12	Late submission/ non submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case
13	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPCODL works and Penalty of four times of the amount embezzled /bribe to the agency.
14	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPCODL..
15	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.
16	Deviation in Meter Reading Slab/ Slab Adherence (+- 3 days – bill days between 27 to 33)	₹ 5/- in SBM per day per case & ₹ 20/- in Non-SBM per day per case
17	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. Limited to ₹ 1000/-.

- I. Maximum penalty to BA under all clauses above shall be limited to 30% 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.
- II. The Executive Engineer of the concerned Divisional Office / HoG - Meter Reading & Billing / HOG-Commercial 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 – Meter Reading & Billing / Chief-Commercial at Head office for adjudication.
- III. Other penalties shall be deducted from supervision charges, if not mentioned otherwise in specific penalty clause.

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

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

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

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

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

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

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

1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

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

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

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

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

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

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

3.8 Contract Document

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

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

3.9 Contract Language

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

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

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

3.10 Reverse Auction

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

4.0 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

4.1 Indemnity

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

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

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

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

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

4.4 Deployment of Work Force

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

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

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

4.7 Company's Right To Use Works

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

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

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

4.8 Rights of TPCODL to vary the scope work

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

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

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

4.9 Technical Evaluation

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

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

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

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

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

5.0 PRICES/RATES/TAXES

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

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

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

5.1 Changes in Statutory Tax Structure

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

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

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

6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

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

6.2 Bills & Invoices

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

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

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

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

6.3 Payment & Statutory Deductions

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

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

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

6.3.1 Statutory Deductions

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

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

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

6.4 Guidelines for Raising Running/ Final Bills

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

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

6.5 Quantity Variation

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

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

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

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

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

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

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

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

9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

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

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

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

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

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

9.4 Compliance to Labour Laws

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

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

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

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

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

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

10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Adherence to Rules & Regulations

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

10.3 Specifications and Standards

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

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

11.0 SAFETY

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

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

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

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

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

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

12.3 Failure in Guarantee Period (GP)

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

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

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

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

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

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

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

13.1 LD Waiver Request

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

13.2 Material Recovery

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

14.0 ASSIGNMENT OR SUBCONTRACTING

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

In such cases where outsourcing is done by the Associate

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

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

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

15.0 UNLAWFUL ACTIVITIES

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

16.3 Associate's Processes

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

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

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

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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

18.0 INDEMNITY

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

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

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

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

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

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

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

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

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

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

21.2 Suspension for Breach of Contract conditions

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

21.3 Compensation in lieu of Suspension

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

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.2 Termination for convenience of Associate

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

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

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

22.3 Termination for Convenience of TPCODL

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

24.0 Governing laws and jurisdiction

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

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

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

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

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

27.0 ERRORS AND OMISSIONS

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

28.0 TRANSFER OF TITLES

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

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

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

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

29.0 SUGGESTIONS & FEEDBACK

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

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

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

30.0 CONTACT POINTS

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

31.0 LIST OF ANNEXURES

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

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

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Central Odisha Distribution Limited

Bhubaneswar

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

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

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

The CONDITIONS of this obligation are:

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

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

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

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

ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

TP Central Odisha Distribution Limited

Bhubaneswar

CP cum EP BG No.....

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

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

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

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

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

Dated at _____ this _____ day of _____ 200__

Witness

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

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

ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

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

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

Dated

Signature

Place

Name

Designation

(Company Seal)

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

ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

Dated

Signature

Place

Name Designation

(Company Seal)

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

ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TP Central Odisha Distribution Limited,

Bhubaneswar

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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

ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPCODL Core Values:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Requirements during execution of work:

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

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

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

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

Enclosure:

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

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

FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

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

If yes, furnish details:

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

Name _____ of _____ Insurance _____ Company _____

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

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

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

Date:

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

This Business Associate is / will be engaged in TPCODL.

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

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

Form X

Undertaking

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

(_____)

Date:

GENERAL CONDITIONS OF CONTRACT

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

Form XI

Undertaking

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

I _____ on behalf of

M/s _____ hereby undertake:

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

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

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

Date:

(_____)
Authorized Signatory

For M/s _____

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

FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

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

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

Signature of contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

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

ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

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

ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

- OEMs Service Contractor Material Suppliers Material & Manpower Supplier

You are associated with us for

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

Your office is located at

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

Your nearly turnover with TPCODL

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

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

SECTION - A

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

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

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

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

SECTION - B

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

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

SECTION - C

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

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

SECTION - D

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

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

GENERAL CONDITIONS OF CONTRACT

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

SECTION – E

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

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

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

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

We thank you for your time and courtesy!!

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

ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

Signature & Seal of the Bidder

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

ANNEXURE - J

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

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

Dear Sir,

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

Vendor Code :

Title of Account in the Bank :

Account Type :

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

Bank Account Number :

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

Name & Address of Bank :

Bank Contact Person's Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

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

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

Bank Branch IFSC Code :

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

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

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

:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

ANNEXURE - K

CONTRACTOR SAFETY MANAGEMENT SYSTEM

1. OBJECTIVE

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

2. SCOPE

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

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

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

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

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

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

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

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

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

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

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

(Details as per Annexure attached)

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

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

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

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

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

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

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. REWARD AND PUNITIVE MEASURES

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

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

6.2 Measures of Reward and Punitive Measures

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

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

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

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

6.3 Safety Violation Escalation Matrix

6.3.1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.2 COMPENSATION FOR BA PERSONNEL

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

I. For Death or Permanent / Total Disablement

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

II. For Permanent Partial Disablement and Temporary Total Disablement

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

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

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

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

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

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

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

Abbreviations Used in the Document

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

- END -

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

Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

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

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

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

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

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

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

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

Note

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 74 of 98

Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

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

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Excavation / Civil work	Collapse of soil, Fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> 1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> 1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> 1. Mandatory compliance of TPCODL Road Safety policy W07(COR-P-12)

Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.

Guidelines for filling the Risk Assessment Form

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 76 of 98

Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 77 of 98

Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 78 of 98

Annexure 3.3 (Refer Para 4.0)

General Safety Conditions for the major EHV Projects Contracts:

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPCODL Safety Manual for details.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 79 of 98

Annexure 3.4 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 80 of 98

Annexure 3.5 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce upto 100 at site) / a safety engineer (for workforce upto 250 at site) / safety manager (for more than two safety engineers) for managing a complete safety management system at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPCODL Safety Manual for details.



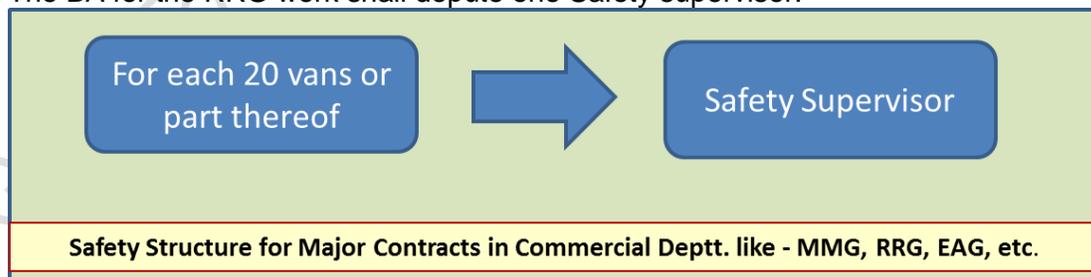
Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 81 of 98

Annexure 3.6 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 82 of 98

Annexure 3.7 (Refer Para 4.0)

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

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

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPCODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPCODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPCODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPCODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPCODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPCODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPCODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 83 of 98

Annexure 4 (Refer Para 3.3)

Safety Undertaking by way of Affidavit

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 84 of 98

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

DEPONENT

VERIFICATION

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

DEPONENT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 85 of 98

Annexure 5 (Refer Para 5.4)

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

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

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

OR

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

OR

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

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

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

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

OR

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

AND

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

OR

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 86 of 98

Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

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

Session: 2

Topic: Use of Electrical Testing Equipment

Methodology: Lecture and Practical Demonstration

Sub Topics:

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

Session: 3

Topic: Awareness of Electrical Safety Aspects

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 87 of 98

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

Session: 4

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

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

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

One Day Induction Safety Training Programs:

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

Duration / Periodicity:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 88 of 98

Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C) Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech) Joseph Leslie Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
06	Fire Proof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPCODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

Note:

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

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

Pictures of PPE for reference purpose.

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt) The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	

04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fire Proof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPCODL standard	
08	Reflective jacket to each workmen	As per TPCODL standard	

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

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

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

Note:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 92 of 98

Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

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

Cumulative Man Hour worked:

Total Number of

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

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

Detail of the Incident / Sub Standard Acts and Condition

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

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

Detail of the Accident / Near Miss Incidents:

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

Details of the Safety Violations:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 93 of 98

Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Tool Box Talk / Safety Training

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

Detail of the Safety Meeting

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

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

Date	Area / Location	Major Observations	Recommendations	Action Taken

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

Date	Location	Activity	Level of Participation	Number of participation

Signature of the BA Safety Representative
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 94 of 98

ANNEXURE-L
VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)		
VENDOR:		
1.0	DETAILS OF THE FIRM	
	1.1	NAME (IN CAPITAL LETTERS) :
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc. :
	1.3	YEAR OF ESTABLISHMENT :
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO. :
	1.5	LOCATION OF MANUFACTURING UNITS :
		i) UNITS 1 :
		ii) OTHER UNITS :
2.0	PRODUCTS MANUFACTURED :	
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT). :	
4.0	VALUE OF FIXED ASSETS :	
5.0	NAME & ADDRESS OF THE BANKERS :	
6.0	BANK GUARANTEE LIMIT :	
7.0	CREDIT LIMIT :	
8.0	TECHNICAL	
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS) :
	8.2	NO. OF DRAUGHTSMAN :
	8.3	COLLABORATION DETAILS (IF ANY) :
		8.3.1 DATE OF COLLABORATION :

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 95 of 98

		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
9.0	MANUFACTURE		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 96 of 98

	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
10.0	INSPECTION / QC / QA / TESTING		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 97 of 98

	ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)	:
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS	:
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)	:
14.0	POWER SITUATION	:
15.0	LABOUR SITUATION	:
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED	:
17.0	ORGANIZATIONAL DETAILS 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	DOCUMENTS TO BE ENCLOSED: 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	:

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

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be Proprietorship Deed.

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

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

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

GENERAL CONDITIONS OF CONTRACT

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Balasore Circle					
						BED, Balasore	Total Cost (Rs.)	CED, Balasore	Total Cost (Rs.)	SED, Soro	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	28	4,35,457.40	71	11,04,195.55	98	15,24,100.90
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	2	35,142.58	3	52,713.87	6	1,05,427.74
3	Mobile Data Charges	Month	200.00	36.00	236.00	30	7,080.00	74	17,464.00	104	24,544.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	21	12,390.00	0	0.00	0	0.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	3	3,540.00	0	0.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	0	0.00	44	77,880.00	93	1,64,610.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	4	9,440.00	27	63,720.00	5	11,800.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	2	5,900.00	3	8,850.00	6	17,700.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	30	17,700.00	74	43,660.00	104	61,360.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	30	35,400.00	74	87,320.00	104	1,22,720.00
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							7,18,143.34		16,11,896.78		21,88,356.00
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.) (B)											
Grand Total Per Month Cost (in Rs.) (A+B)											
Increment of Supervision Cost for Second Year (in %)											
Increment of Supervision Cost for Third Year (in %)											

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Balasore Circle			
						BtED, Basta	Total Cost (Rs.)	JED, Jaleswar	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	48	7,46,498.40	61	9,48,675.05
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	3	52,713.87	4	70,285.16
3	Mobile Data Charges	Month	200.00	36.00	236.00	51	12,036.00	65	15,340.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	6	7,080.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	48	84,960.00	45	79,650.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	0	0.00	10	23,600.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	3	8,850.00	4	11,800.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	51	30,090.00	65	38,350.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	51	60,180.00	65	76,700.00
11	Additional Meter reader (Semi-skilled) – <i>as & when requirement basis</i>	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58
14	Misc – <i>as & when requirement basis</i>	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							11,51,421.63		14,27,573.57
Per Month Supervision Cost (in %)									
Per Month Supervision Cost (in Rs.) (B)									
Grand Total Per Month Cost (in Rs.) (A+B)									
Increment of Supervision Cost for Second Year (in %)									
Increment of Supervision Cost for Third Year (in %)									

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Baripada Circle					
						BpED, Baripada	Total Cost (Rs.)	RED, Rairangpur	Total Cost (Rs.)	UED, Udala	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	184	28,61,577.20	153	23,79,463.65	47	7,30,946.35
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	10	1,75,712.90	8	1,40,570.32	3	52,713.87
3	Mobile Data Charges	Month	200.00	36.00	236.00	194	45,784.00	161	37,996.00	50	11,800.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	20	11,800.00	0	0.00	0	0.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	7	8,260.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	0	0.00	7	12,390.00	0	0.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	164	3,87,040.00	139	3,28,040.00	47	1,10,920.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	10	29,500.00	8	23,600.00	3	8,850.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	194	1,14,460.00	161	94,990.00	50	29,500.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	194	2,28,920.00	161	1,89,980.00	50	59,000.00
11	Additional Meter reader (Semi-skilled) – <i>as & when requirement basis</i>	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
14	Misc – <i>as & when requirement basis</i>	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							40,10,887.46		33,71,383.33		11,59,823.58
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.) (B)											
Grand Total Per Month Cost (in Rs.) (A+B)											
Increment of Supervision Cost for Second Year (in %)											
Increment of Supervision Cost for Third Year (in %)											

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Bhadrak Circle			
						BNED, Bhadrak	Total Cost (Rs.)	BSED, Bhadrak	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	122	18,97,350.10	76	11,81,955.80
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	6	1,05,427.74	5	87,856.45
3	Mobile Data Charges	Month	200.00	36.00	236.00	128	30,208.00	81	19,116.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	15	8,850.00	0	0.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	3	3,540.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	58	1,02,660.00	57	1,00,890.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	46	1,08,560.00	19	44,840.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	6	17,700.00	5	14,750.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	128	75,520.00	81	47,790.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	128	1,51,040.00	81	95,580.00
11	Additional Meter reader (Semi-skilled) – <i>as & when requirement basis</i>	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58
14	Misc – <i>as & when requirement basis</i>	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							26,56,949.20		17,48,871.61
Per Month Supervision Cost (in %)									
Per Month Supervision Cost (in Rs.) (B)									
Grand Total Per Month Cost (in Rs.) (A+B)									
Increment of Supervision Cost for Second Year (in %)									
Increment of Supervision Cost for Third Year (in %)									

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Jajpur Circle						
						JRED, Jajpur Road	Total Cost (Rs.)	JTED, Jajpur Town	Total Cost (Rs.)	KuED, Kuakhia	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	75	11,66,403.75	71	11,04,195.55	76	11,81,955.80	
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	4	70,285.16	5	87,856.45	6	1,05,427.74	
3	Mobile Data Charges	Month	200.00	36.00	236.00	79	18,644.00	76	17,936.00	82	19,352.00	
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	6	3,540.00	6	3,540.00	0	0.00	
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	19	33,630.00	65	1,15,050.00	68	1,20,360.00	
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	50	1,18,000.00	0	0.00	8	18,880.00	
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	4	11,800.00	5	14,750.00	6	17,700.00	
9	Additional Allowance-1	Month	500.00	90.00	590.00	79	46,610.00	76	44,840.00	82	48,380.00	
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	79	93,220.00	76	89,680.00	82	96,760.00	
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								17,18,226.27		16,33,941.36		17,64,908.90
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Keonjhar Circle						
						KED, Keonjhar	Total Cost (Rs.)	AED, Anandpur	Total Cost (Rs.)	JoED, Joda	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	60	9,33,123.00	54	8,39,810.70	42	6,53,186.10	
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	4	70,285.16	3	52,713.87	3	52,713.87	
3	Mobile Data Charges	Month	200.00	36.00	236.00	64	15,104.00	57	13,452.00	45	10,620.00	
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	4	2,360.00	0	0.00	0	0.00	
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	3	3,540.00	0	0.00	14	16,520.00	
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	0	0.00	0	0.00	0	0.00	
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	53	1,25,080.00	54	1,27,440.00	28	66,080.00	
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	4	11,800.00	3	8,850.00	3	8,850.00	
9	Additional Allowance-1	Month	500.00	90.00	590.00	64	37,760.00	57	33,630.00	45	26,550.00	
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	64	75,520.00	57	67,260.00	45	53,100.00	
11	Additional Meter reader (Semi-skilled) – <i>as & when requirement basis</i>	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
12	Additional Supervisor (Skilled) – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
13	Additional Data Entry / Key Punching Operator – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
14	Misc – <i>as & when requirement basis</i>	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								14,30,665.52		12,99,249.93		10,43,713.33
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

CENTRALIZED CONTRACTS GROUP

NIT No.: TPNODL / CCG / 23-24 / 007

Note:

1. The Bidder should fill up the entire blank column (box), The bidders were advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection. Bid amount for supervision charges will be on minimum wages only.
2. Meter Reader should be paid as per latest Minimum Wages decided for Semi-Skilled manpower & Supervisor should be paid as per latest Minimum Wages decided for Skilled manpower. Failing to which the bid may lead for rejection of the price bid.
3. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPNODL), Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed. Also includes Service Charges for Meter Reader & Supervisor as per GCC.
4. The above Additional Allowance 1 & 2 and Additional Meter reader (Semi-skilled) & Additional Supervisor (Skilled) – as & when requirement basis are indicative only, same will be decided on sole description of TPNODL Management based on time to time assessment. This is not a part of standard wages nor applicable as of now.
5. The bidder must fill each column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
6. No cutting / overwriting in the prices is permissible.

Sr. No.	Description	Proposed Wages	
		Semi Skilled per month per manpower	Skilled per month per manpower
1	Minimum wages	10010.00	11310.00
2	EPF@13% of minimum wages (up to limit of Rs. 15,000) as per provision of Provident Fund & miscellaneous provision act	1301.30	1470.30
3	Bonus (8.33% on minimum wages as per provision of payment of bonus act)	833.83	942.12
4	Leave 5.77% on minimum wages	577.58	652.59
5	Contribution for Labour Welfare Fund.	3.33	3.33
6	National Hoiliday	128.33	145.00
7	Sub Total (A) (Sr. No 1 to Sr. No. 5)	12854.37	14523.34
8	ESI @0.75% as per provision of ESI act (Employee Share) on Gross		
9	ESI @3.25% as per provision of ESI act (Employer Share) on Gross	325.33	367.58
10	Total (B) (Sr. No 6 to Sr. No. 8)	13179.70	14890.92

NB: Minimum Wage has been enhanced @ Rs. 12/- per day per resources w.e.f. 01.04.2023. Vide No. 2500 / LC, Bhubaneswar Dated. 05.04.2023. Accordingly amount has been rectified.

Balasure Circle

Division	Sub-Division	Section name	Area in SKM	Consumer count per SKM (with WSHG)	Section Type	Total Live/TD Consumer Excluding WSHG	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
BED BALASORE	SDO-I BALASORE	ESO BALASORE NO-I	2	3179	URBAN	6,358	3	1	2119
BED BALASORE	SDO-I BALASORE	ESO BALASORE NO-II	8.97	908.92	URBAN	8,153	4		2038
BED BALASORE	SDO-I BALASORE	ESO CHANDIPUR	60.69	78.27	REMOTE RURAL	4,750	4		1188
BED BALASORE	SDO-I BALASORE	ESO GOPALGAON	3.14	2496.82	URBAN	7,840	3		2613
BED BALASORE	SDO-I BALASORE	ESO MATHASAH	2.14	2800	URBAN	5,992	2		2996
BED BALASORE	SDO-II BALASORE	ESO GANESWARPUR	12.69	489.2	SEMI URBAN	6,208	3	1	2069
BED BALASORE	SDO-II BALASORE	ESO BALASORE NO-III	7.14	1724.09	URBAN	12,310	5		2462
BED BALASORE	SDO-II BALASORE	ESO BALASORE NO-IV	5.72	1766.43	URBAN	10,104	4		2526
BED BASTA	SDO JAMSULI	ESO BALIAPAL	145.24	153.97	RURAL	22,362	14	1	1597
BED BASTA	SDO BASTA	ESO BASTA NO-I	112.11	122.02	RURAL	13,680	8	1	1710
BED BASTA	SDO BASTA	ESO BASTA NO-II	71.05	127.56	RURAL	9,063	5		1813
BED BASTA	SDO BASTA	ESO RAJGHAT	67.71	131.28	RURAL	8,889	6		1482
BED BASTA	SDO JAMSULI	ESO JAMSULI	77.06	132.74	RURAL	10,229	6	1	1705
BED BASTA	SDO JAMSULI	ESO LANGALESWAR	112.61	129.62	RURAL	14,597	9		1622
CED BALASORE	RE SDO-I BALASORE	ESO DURGADEVI	76.15	99.16	REMOTE RURAL	7,551	5	1	1510
CED BALASORE	RE SDO-I BALASORE	ESO REMUNA	51.9	184.62	RURAL	9,582	6		1597
CED BALASORE	RE SDO-I BALASORE	ESO RUPSA	147.76	111.48	RURAL	16,473	11		1498
CED BALASORE	RE SDO-II BALASORE	ESO FULADI	51.16	133.95	RURAL	6,853	4		1713
CED BALASORE	RE SDO-II BALASORE	ESO ODANGI	94.93	81.97	REMOTE RURAL	7,781	6	1	1297
CED BALASORE	RE SDO-II BALASORE	ESO SARAGAN	104.5	110.62	RURAL	11,560	8		1445
CED BALASORE	RE SDO-II BALASORE	ESO SRIJANG	69.37	103.96	RURAL	7,212	5		1442
CED BALASORE	SDO NILGIRI	ESO BARAMPUR	267.15	54.38	REMOTE RURAL	14,527	10	1	1453
CED BALASORE	SDO NILGIRI	ESO MITRAPUR	113.86	94.02	REMOTE RURAL	10,705	6		1784
CED BALASORE	SDO NILGIRI	ESO NILGIRI	58.56	146.11	RURAL	8,556	5		1711
CED BALASORE	SDO NILGIRI	ESO SERGARH	60.67	138.17	RURAL	8,383	5		1677
JED JALESWAR	SDO BHOGRAI	ESO CHANDANESWAR	78.96	235.11	RURAL	18,564	10	1	1856
JED JALESWAR	SDO BHOGRAI	ESO DEHURDA	50.99	303.08	RURAL	15,454	8		1932
JED JALESWAR	SDO JALESWAR	ESO HATIGARH	188.4	89.83	REMOTE RURAL	16,924	10	1	1692
JED JALESWAR	SDO JALESWAR	ESO NAMPO	48.91	135.02	RURAL	6,604	4		1651
JED JALESWAR	SDO JALESWAR	ESO JALESWAR-I	37.06	274.74	SEMI URBAN	10,182	6	1	1697
JED JALESWAR	SDO JALESWAR	ESO JALESWAR-II	96.47	140.45	RURAL	13,549	8		1694
JED JALESWAR	SDO BHOGRAI	ESO BHOGRAI	66.79	147.4	RURAL	9,845	6	1	1641
JED JALESWAR	SDO BHOGRAI	ESO KAMARDA-I	62.6	177.36	RURAL	11,103	6		1851
JED JALESWAR	SDO BHOGRAI	ESO KAMARDA-II	62.6	106.69	RURAL	6,679	3		2226
SED SORO	SDO BAHANAGA	ESO BAHANAGA	100.16	131.66	RURAL	13,187	9	1	1465
SED SORO	SDO BAHANAGA	ESO GOPALPUR	116.82	131.67	RURAL	15,382	10		1538
SED SORO	SDO BAHANAGA	ESO KHANTAPADA	60.71	122.86	RURAL	7,459	5		1492
SED SORO	SDO KHAIRA	ESO DUNGURA	88.03	125.84	RURAL	11,078	8	1	1385
SED SORO	SDO KHAIRA	ESO GANDBEDA	68.46	108.36	RURAL	7,418	5		1484
SED SORO	SDO KHAIRA	ESO OUPADA	106.14	73.3	REMOTE RURAL	7,780	5	1	1556
SED SORO	SDO KHAIRA	ESO KHAIRA	153.54	123.26	RURAL	18,925	13		1456
SED SORO	SDO MARKONA	ESO MARKONA	86.88	135.06	RURAL	11,734	8	1	1467
SED SORO	SDO MARKONA	ESO ADABAZAR	71.89	105.45	RURAL	7,581	5		1516
SED SORO	SDO MARKONA	ESO BALIKHANDA	61.01	128.57	RURAL	7,844	5		1569
SED SORO	SDO SORO	ESO ANANTAPUR	60.09	118.52	RURAL	7,122	5		1424
SED SORO	SDO SORO	ESO SORO NO-I	164.72	108.41	RURAL	17,858	10	1	1786
SED SORO	SDO SORO	ESO SORO NO-II	119.33	128.66	RURAL	15,353	10		1535
			3734.84	18649.66		507343	306	18	80980

Baripada Circle

Division	Sub-Division	Section name	Area in SKM	Consumer count per SKM(with WSHG)	Section Type	Total Live/TD Consumer Excluding Self Help Group	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
BED BARIPADA	SDO BARIPADA	ESO BARIPADA NO-I	3.97	2304.53	URBAN	9,149	5	1	1830
BED BARIPADA	SDO BARIPADA	ESO BARIPADA NO-II	8.42	1383.85	URBAN	11,652	7		1665
BED BARIPADA	SDO BARIPADA	ESO BHANJPUR	11.88	502.27	URBAN	5,967	4		1492
BED BARIPADA	SDO BETNOTI	ESO BAISINGA	222.91	77.65	REMOTE RURAL	17,310	20	1	866
BED BARIPADA	SDO BETNOTI	ESO BETNOTI	133.34	92.7	REMOTE RURAL	12,361	14	1	883
BED BARIPADA	SDO BETNOTI	ESO KOCHILAKHUNTA	91.2	61.77	REMOTE RURAL	5,633	5		1127
BED BARIPADA	SDO RURAL	ESO CHHANCHA	7.48	832.35	URBAN	6,226	4	1	1557
BED BARIPADA	SDO RURAL	ESO RAGHUNATHPUR	222.61	62.19	REMOTE RURAL	13,844	14		989
BED BARIPADA	SDO RURAL	ESO NO-III SHAMAKHUNTA	234.09	59.91	REMOTE RURAL	14,025	15	1	935
BED BARIPADA	SDO RURAL	ESO NO-IV SULIAPADA	337.1	60.64	REMOTE RURAL	20,443	20	1	1022
BED BARIPADA	SDO MORODA	ESO GAON AMARDA	92.47	57.41	REMOTE RURAL	5,309	6	1	885
BED BARIPADA	SDO MORODA	ESO RASGOBINDPUR	124.58	63.24	REMOTE RURAL	7,878	9		875
BED BARIPADA	SDO MORODA	ESO MORODA	317.71	44.17	REMOTE RURAL	14,032	20	1	702
BED BARIPADA	SDO KULIANA	ESO BANGIRIPOSI	496.55	34.29	REMOTE RURAL	17,026	14	1	1216
BED BARIPADA	SDO KULIANA	ESO JHARPOKHARIA	163.53	60.22	REMOTE RURAL	9,847	9		1094
BED BARIPADA	SDO KULIANA	ESO SARSAKANA	210	21.97	REMOTE RURAL	4,613	4		1153
BED BARIPADA	SDO KULIANA	ESO KULIANA	278.17	53.12	REMOTE RURAL	14,776	14	1	1055
RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO BAHALDA	221.5	64.44	REMOTE RURAL	14,273	13	1	1098
RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO TIRINGI	197.65	58.48	REMOTE RURAL	11,559	9		1284
RED RAIRANGPUR	SDO-II RAIRANGPUR	ESO BISOI	519.77	41.29	REMOTE RURAL	21,460	20	1	1073
RED RAIRANGPUR	SDO JOSHIPUR	ESO JOSHIPUR	439.67	46.93	REMOTE RURAL	20,633	20	1	1032
RED RAIRANGPUR	SDO KARANJIA	ESO KARANJIA NO-I	69.99	122.82	RURAL	8,596	7	1	1228
RED RAIRANGPUR	SDO KARANJIA	ESO KARANJIA NO-II	328.36	33.02	REMOTE RURAL	10,844	8		1356
RED RAIRANGPUR	SDO-II RAIRANGPUR	ESO JAMDA	231.67	51.28	REMOTE RURAL	11,880	11	1	1080
RED RAIRANGPUR	SDO-II RAIRANGPUR	ESO KUSUMI	348.84	48.53	REMOTE RURAL	16,929	14		1209
RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO RAIRANGPUR	78.22	133.64	SEMI URBAN	10,453	7	1	1493
RED RAIRANGPUR	SDO-I RAIRANGPUR	ESO KANTABANI	314.76	36.8	REMOTE RURAL	11,584	12		965
RED RAIRANGPUR	SDO JOSHIPUR	ESO RARUAN	153.64	23.06	REMOTE RURAL	3,543	2	1	1772
RED RAIRANGPUR	SDO JOSHIPUR	ESO SUKRULI	212.14	50.84	REMOTE RURAL	10,785	14		770
RED RAIRANGPUR	SDO KARANJIA	ESO THAKURMUNDA	1318.1	14.83	REMOTE RURAL	19,552	16	1	1222
UED UDALA	SDO KHUNTA	ESO BADASAH	209.52	55.97	REMOTE RURAL	11,726	11	1	1066
UED UDALA	SDO KHUNTA	ESO KHUNTA	344.26	51.91	REMOTE RURAL	17,869	17	1	1051
UED UDALA	SDO UDALA	ESO UDALA	312.52	70.89	REMOTE RURAL	22,153	19	1	1166
			8256.62	6677.01		413930	384	21	38211

Bhadrak Circle

Division	Sub-Division	Section name	Area in SKM	Consumer count per SKM(with WSHG)	Section Type	Total Live/TD Consumer Excluding Self Help Group	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
BNED BHADRAK	SDO BASUDEVPUR	ESO BASUDEVPUR NO-I	84.5	121.57	RURAL	10,273	7	1	1468
BNED BHADRAK	SDO BASUDEVPUR	ESO BASUDEVPUR NO-II	70.76	200.35	RURAL	14,177	9		1575
BNED BHADRAK	SDO BASUDEVPUR	ESO ERAM	62.8	145	RURAL	9,106	6		1518
BNED BHADRAK	SDO DHAMARA	ESO BEDEIPUR	298.31	59.77	REMOTE RURAL	17,831	13	1	1372
BNED BHADRAK	SDO DHAMARA	ESO DHAMARA	102.56	69.52	REMOTE RURAL	7,130	7		1019
BNED BHADRAK	SDO-I BHADRAK	ESO BHADRAK NO-I	6.32	1319.78	URBAN	8,341	5	1	1668
BNED BHADRAK	SDO-I BHADRAK	ESO BHADRAK NO-II	12.71	781.2	URBAN	9,929	6		1655
BNED BHADRAK	SDO-I BHADRAK	ESO CHARAMPA	10.83	483.84	SEMI URBAN	5,240	3		1747
BNED BHADRAK	SDO-I BHADRAK	ESO TAHASIL	7.46	924.93	URBAN	6,900	4		1725
BNED BHADRAK	SDO-II BHADRAK	ESO BHADRAK NO-III	68.51	166.91	RURAL	11,435	7	1	1634
BNED BHADRAK	SDO-II BHADRAK	ESO BHADRAK NO-IV (RANDIA	49.47	139.36	RURAL	6,894	4		1724
BNED BHADRAK	SDO-II BHADRAK	ESO RAHANJA	50.98	130.05	RURAL	6,630	4		1658
BNED BHADRAK	SDO TIHIDI	ESO TIHIDI	263.3	108.96	RURAL	28,690	21	1	1366
BNED BHADRAK	SDO TIHIDI	ESO CHANDBALI	180	86.25	REMOTE RURAL	15,525	12	1	1294
BNED BHADRAK	SDO TIHIDI	ESO JASHIPUR	220.93	84.7	REMOTE RURAL	18,713	14		1337
BSED BHADRAK	SDO BHADRAK RURAL (CONSTRUCTION)	ESO AGARPADA	167.56	109.62	RURAL	18,368	13	1	1413
BSED BHADRAK	SDO BHADRAK RURAL(CONSTRUCTION)	ESO BONTH	143.81	103.66	RURAL	14,907	10	1	1491
BSED BHADRAK	SDO ASURALI	ESO ARNAPALA	65.33	142.66	RURAL	9,320	6	1	1553
BSED BHADRAK	SDO ASURALI	ESO ASURALI	73.6	129.18	RURAL	9,508	6		1585
BSED BHADRAK	SDO ASURALI	ESO BETALIGAON	98.35	86.61	REMOTE RURAL	8,518	6		1420
BSED BHADRAK	SDO DHAMANAGAR	ESO DHAMANAGAR	117.11	153.43	RURAL	17,968	14	1	1283
BSED BHADRAK	SDO DHAMANAGAR	ESO BHANDARI POKHARI-II	107.32	103.86	RURAL	11,146	8		1393
BSED BHADRAK	SDO DHAMANAGAR	ESO BHANDARI POKHARI-I	194.44	78.33	REMOTE RURAL	15,230	13	1	1172
			2456.96	5729.54		281779	198	11	34070

Jajpur Circle

Division	Sub-Division	Section name	Area in SKM	Consumer count per SKM(with WSHG)	Section Type	Total Live/TD Consumer Excluding Self Help Group	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
JED JAJPUR ROAD	SDO PANIKOILI	ESO BAITARANI ROAD	39.51	114.25	RURAL	4,514	4	1	1129
JED JAJPUR ROAD	SDO PANIKOILI	ESO PANIKOILI	167.34	95.23	REMOTE RURAL	15,935	12		1328
JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO CHORDA CHHAKA	18	622.17	URBAN	11,199	6	1	1867
JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO DANAGADI	72.78	128.88	RURAL	9,380	8		1173
JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO DALA	57.54	170.04	RURAL	9,784	7	1	1398
JED JAJPUR ROAD	SDO JAJPUR ROAD	ESO KOREI	142.19	86.44	REMOTE RURAL	12,291	11		1117
JED JAJPUR ROAD	SDO DUBURI	ESO DUBURI	259.94	52.34	REMOTE RURAL	13,606	13	1	1047
JED JAJPUR ROAD	SDO DUBURI	ESO SUKINDA	298.49	52.46	REMOTE RURAL	15,658	14		1118
JTED JAJPUR	SDO BINJHARPUR	ESO BALAMUKULI	51.28	171.06	RURAL	8,772	7	2	1253
JTED JAJPUR	SDO BINJHARPUR	ESO BINJHARPUR NO-I	39.28	194.5	RURAL	7,640	6		1273
JTED JAJPUR	SDO BINJHARPUR	ESO BINJHARPUR NO-II	70.93	144.76	RURAL	10,268	9		1141
JTED JAJPUR	SDO BINJHARPUR	ESO MADHUSUDANPUR	44.61	121.92	RURAL	5,439	5		1088
JTED JAJPUR	SDO DASARATHPUR	ESO DASARATHPUR	70.69	188.94	RURAL	13,356	11	2	1214
JTED JAJPUR	SDO DASARATHPUR	ESO MANGALPUR	112.79	109.09	RURAL	12,304	9		1367
JTED JAJPUR	SDO DASARATHPUR	ESO AHIYAS	34.4	245.47	RURAL	8,444	6		1407
JTED JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-I	16.98	716.31	URBAN	12,163	6	1	2027
JTED JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-II	64.03	180.82	RURAL	11,578	8		1447
JTED JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-III	44.34	161.23	RURAL	7,149	4		1787
KED KUAKHIA	SDO BARI	ESO AMATHPUR	61.42	126.77	RURAL	7,786	5	2	1557
KED KUAKHIA	SDO BARI	ESO BARI NO-I	61.8	158.28	RURAL	9,782	8		1223
KED KUAKHIA	SDO BARI	ESO BARI NO-II	33.86	156.7	RURAL	5,306	4		1327
KED KUAKHIA	SDO BARI	ESO SUJANPUR	33.26	231.87	RURAL	7,712	6		1285
KED KUAKHIA	SDO DHARMASALA	ESO JARAKA	46.68	209	RURAL	9,756	6	2	1626
KED KUAKHIA	SDO DHARMASALA	ESO KABATABANDHA	118.47	110.62	RURAL	13,105	9		1456
KED KUAKHIA	SDO DHARMASALA	ESO KUNDAPATNA	30.01	206.53	RURAL	6,198	4		1550
KED KUAKHIA	SDO DHARMASALA	ESO NEULPUR	132.08	74.56	REMOTE RURAL	9,848	8		1231
KED KUAKHIA	SDO KUAKHIA	ESO BRAHAMABARDA	46.09	211.22	RURAL	9,735	7	2	1391
KED KUAKHIA	SDO KUAKHIA	ESO KUAKHIA	71.05	222.46	RURAL	15,806	11		1437
KED KUAKHIA	SDO KUAKHIA	ESO MATHASAHI	70.88	167.85	RURAL	11,897	8		1487
			2310.72	5431.77		296411	222	15	39751

Keonjhar Circle

Division	Sub-Division	Section name	Area in SKM	Consumer count per SKM(with WSHG)	Section Type	Total Live/TD Consumer Excluding WSHG	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
AED ANANDPUR	SDO ANANDAPUR	ESO ANANDPUR	352.96	38.53	REMOTE RURAL	13,601	9	1	1511
AED ANANDPUR	SDO ANANDAPUR	ESO RAMCHANDRAPUR	195.01	66.12	REMOTE RURAL	12,895	9		1433
AED ANANDPUR	SDO BIDYADHARPUR	ESO BIDYADHARPUR	140.31	68.93	REMOTE RURAL	9,671	6	1	1612
AED ANANDPUR	SDO BIDYADHARPUR	ESO HATADIHI	223.99	89.09	REMOTE RURAL	19,956	14		1425
AED ANANDPUR	SDO ANANDAPUR	ESO GASHIPURA	276.65	61.03	REMOTE RURAL	16,884	11	1	1535
AED ANANDPUR	SDO ANANDAPUR	ESO KESUDURAPAL	194.97	36.62	REMOTE RURAL	7,140	5		1428
JED JODA	SDO BARBIL	ESO BARBIL NO-I	48.12	140.19	SEMI URBAN	6,746	4	1	1687
JED JODA	SDO BARBIL	ESO BARBIL NO-II	135.13	56.5	SEMI URBAN	7,635	4		1909
JED JODA	SDO BARBIL	ESO BHADRASAHI	136.53	18.68	REMOTE RURAL	2,550	2		1275
JED JODA	SDO CHAMPUA	ESO CHAMPUA	265.64	53.88	REMOTE RURAL	14,313	8	1	1789
JED JODA	SDO CHAMPUA	ESO JHUMPURA	191.96	67.49	REMOTE RURAL	12,955	8		1619
JED JODA	SDO CHAMPUA	ESO REMULI	452	22.69	REMOTE RURAL	10,254	7		1465
JED JODA	SDO JODA	ESO JODA	178.27	65.91	SEMI URBAN	11,750	6	1	1958
JED JODA	SDO JODA	ESO JURUDI	270.44	17.71	REMOTE RURAL	4,789	3		1596
KED KEONJHAR	SDO-II KEONJHAR	ESO BANSPAL	917.3	15.06	REMOTE RURAL	13,812	12	1	1151
KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-I	10.74	938.08	URBAN	10,075	4	1	2519
KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-II	57.46	82	REMOTE RURAL	4,712	3		1571
KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-III	23.15	291.84	SEMI URBAN	6,756	3		2252
KED KEONJHAR	SDO-II KEONJHAR	ESO KEONJHAR RE-I	299.75	47.62	REMOTE RURAL	14,273	12	1	1189
KED KEONJHAR	SDO TURMUNGA	ESO SAHARPADA	403.08	25.6	REMOTE RURAL	10,317	9		1146
KED KEONJHAR	SDO-II KEONJHAR	ESO TELKOI	1006.98	18.6	REMOTE RURAL	18,734	17	1	1102
			5780.44	2222.17		229818	156	10	33172

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007****Annexure VII****Scope of Work & Service Level Agreement****Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery**

The document comprises Scope of Work & Service Level Agreement for the Meter Reading - Optical Character Recognition (OCR) Based, Spot Billing, Spot Bill Printing & Bill Distribution. The scope of work consists of OCR Based Meter Reading Cum Spot Billing, Bill printing, Bill Distribution and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) while using Internet based & GPS enabled smart mobile phones (5G/4G) and impact printers. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPNODL.

1. The scope of work includes the following:

- a) The Business Associate(s) have to procure adequate no. of smart mobile phones (5G/4G), Power Bank with minimum (10000mAh) and Bluetooth printer along with stationery for bill printing as per requirement of TPNODL. The minimum specification of Phone, Printer & Paper Roll is annexed under the heading of Android Device, Printer & Paper Roll Minimum Configuration (Annexure-II).
- b) Mobile phones should have enough storage space to store historical & current consumer, metering, billing data for the entire day and also have enough battery backup for up to 12hours.
- c) The Business Associate(s) shall preferably use 2 SIM cards of 2 separate service providers with wider coverage of connectivity. TPNODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing data to the TPNODL intermediate servers.
- d) Smart mobile phone shall have preloaded billing data/previous billing and/or data fetched on real time basis from Spot Billing Apk. The meter reader shall scan the current Meter reading through OCR Scanner to enable Spot Billing Apk to calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPNODL's authorized format for Energy Bill.
- e) The device should be Internet based (5G/4G) and GPS enabled to identify reading / billing location, remote transfer of billing data and side by side to track the location of meter reader on real time basis for monitoring purpose.
- f) The Business Associate should provide an independent IT based GPS tracking system, integrated with the TPNODL Billing application for online real-time monitoring/tracking of the meter reader.
- g) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible

*Property of TPCOD/TPNODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPNODL/TPSODL/TPWODL*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

and the impression should last for at-least 6 months from the date of printing. Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPNODL).

- h) The Business Associate(s) shall deploy section wise specified number of Meter Readers & Sub-Division Wise Supervisors as mentioned in Annexure, however, TPNODL reserves the right to increase or reduce this count based on its assessment, whenever required.
- i) Meter Readers & Supervisors deployed by Business Associate shall be paid Minimum wages, in Semi-Skilled & Skilled Category, respectively. Non-Achievement/Over-Achievement of monthly Targets will attract Penalty/Incentive for Meter Reader, Supervisor & Business Associate(s) as indicated in Annexure.
- j) TPNODL reserves the right to disqualify any Bidder, if bid price does not meet the minimum/realistic Supervision cost. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.
- k) Average per meter reader spot Billing count is indicative only. Actual count can defer based on different factors. Women Self-help Group (WSHG) may be deployed in any section/area if decided by the TPNODL Management/EIC, similarly Business Associate may be handed over specific new area if required so by the TPNODL.
- l) Section has been defined as Urban / Semi-Urban / Rural / Remote Rural based on majority of Consumers falling in a particular category & consumer density per Square Kilometer. However, Chief- Commercial / Head-Meter Reading & Billing can decide to define/redefine any Section / Part of the Section (like Binder) from one section category to another based on the recommendations of the EIC along with support data. Similarly, a complete Section can also be redefine from one Category to other Category based on EIC recommendation.
- m) Section wise Consumer count and per Meter Reader, wise monthly billing target number is illustrative and actual count may differ depending upon the Area / Binder. There may be different minimum billing target for different Meter Readers based on Geography / Difficulty level / Binder structure etc.
- n) TPNODL reserve the right to increase / reduce no. of Meter Reader and supervisor based on the requirement. Supervision Charges on per BA employee shall either increase / reduce accordingly. BA can claim wages plus other allowances and supervision charges on the no. of BA employees worked during the month. In case of employees not worked for full month, then proration to be done.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Engineer In charge of the Contract (EIC), (Executive Engineer of the Division shall be the EIC under this contract), may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding Meter Reading, Spot Billing, bill printing and Bill Distribution activity will lie with EIC & same shall be final & binding to both parties.

Property of TPCOD/TPNODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of TPCOD/TPNODL/TPSODL/TPWODL

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

Count of consumers are also attached for reference in attachment with tender enquiry (Refer Annexure)

This shall be a two-part Bidding and is being done Division wise:

Part-1. Fixed Component: Cost of Section Wise Number of Meter Reader & Supervisor's with their Minimum Wages + Mobile data Allowances + Hardship Allowances + Incentive/Penalty.

Part-2. Variable Component: Cost of Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPNODL), Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.

Supervision charges shall be computed considering all the heads indicated against variable component. The same shall be quoted in Schedule of Quantity & prices as percentage (%) of fixed component for the purpose of bidding.

The overall period of the contract shall be for a period of 3 (three) years. The contract value shall however initially be placed for a period of one year only. TPNODL at it's discretion reserves the right to extend the contract on a year to year basis for a period of further 1 years as per the agreed rates.

1. The Bidder is required to submit Division-wise Price Bid for each Division of all 5 circles, as interested, in the attached format as per Price Bid (Annexure). Under normal scenario, one Bidder shall not be allocated more than two Divisions / Cluster, in any case, after outcome of technical and Commercial Bid Evaluation, however, TPNODL shall reserve the right to decide the no. of Division / Cluster and allocation of the particular Divisions to a respective BA while awarding the Contract.
2. Immediately after awarding of the contract, Business Associate(s) should submit in writing a detailed execution and resource deployment plan to TPNODL within 7 days of awarding LOI/RC.
3. Training of all BA employees is an important activity & is mandatory prior to their deployment. Business Associate(s) will organize training of manpower (All Types) once in a Month. All the new manpower inducted shall be given 5 days of mandatory Technical/Functional/Customer Behavioral training by the Business Associate about the field activities pertaining to Meter Reading & Billing including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPNODL and implemented in the presence of TPNODL representative. Failure of this will invoke penalty of 1% of Supervision Charges per month.
4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPNODL. Meter Reader & Supervisor's recruitment by BA shall be done after their interaction and concurrence by EIC.
5. The Business Associate shall submit documents of Meter Reader & Supervisors to TPNODL BA-Cell for issuance of Identity Card (I-Card) within 7 Days of LOI/RC. Further, in case of misuse of I-

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

Card, any loss/damage/expenses borne by TPNODL shall be recovered from the Business Associate(s). No BA employee shall go to site without a valid I-card.

6. The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers under it. The dress code will be specified after due consultation with the EIC.
7. TPNODL reserves the right to make changes to the scope of work with a view to optimize the overall cost of TPNODL. The BA shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization.
8. In case, a mutual consensus on the rates and other terms and conditions is not reached between TPNODL and the BA, TPNODL reserves the right to terminate the contract by giving 15 Days' notice period and allocating the same to any other BA as deemed fit by TPNODL to maintain uninterrupted operations at site.
9. If the work entrusted is not proper and to the satisfaction of TPNODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the EIC (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 notice.
10. On daily basis, meter readers are required to report to the concerned TL MBC/Section Manager/Section Commercial officer for daily allocation of meter reading related work.
11. Supervisor shall report to the SDO/TL MBC/ HoG-Commercial/any other official as designated by TPNODL from time to time. Division Coordinator shall co-ordinate with the concerned Section Manager/Section Commercial officer/ TL MBC/ HoG-Commercial and the Supervisors/Meter readers for ensuring achievement of the daily performance targets/providing necessary administrative and logistic support. Division Coordinator shall also co-ordinate with the Business Associate for ensuring availability of the required number of meter readers at all times.
12. BA shall serve a 15 days' notice & terminate the Meter Reader and/or Supervisor on Non-achievement of Billing Coverage, Actual Billing, OCR Billing & Provisional Billing targets. If Meter Reader's/Supervisor's Billing coverage is less than 90% continuously for 2 Months, then he shall be terminated by BA after serving him a 15 days' Notice period. Similarly, Meter Readers and/or Supervisor(s) shall be terminated by BA after 15 days' Notice if their Billing Coverage is less than 80% in any month without any valid reason. (Elaborated details for Penalty & Incentive including Retention Amount may be referred in Annexure 3). However, Chief Commercial shall be the final authority to decide in case of any representation or facts are produced by any meter reader / supervisor, justifying his claim or low performance.
13. Parallel Employment by meter reader or supervisor (other than Meter Reading/Supervision under this contract) shall not be allowed and if anyone found violating shall be punished leading to Termination of the service immediately.
14. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
15. Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
16. TPNODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
17. Meter Reading, Spot Billing and Bill Distribution activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Meter Reader may also be asked to do meter reading, bill distribution, special site

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

verification, Special letter delivery & Disconnection notice delivery of 3-phase/1PH consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPNODL.

18. Business Associate(s) shall ensure 100% OCR Based Scanning capturing the meter no. and meter reading (reading parameters as per Single-phase/3-Phase meters- Both TOD & Non-TOD). In case of Timed out / Non OCR cases, clear & legible Photo showing the meter no. and meter reading in the same frame. MDI KW reading is to be captured in all cases, without fail. Failure to comply with the above mentioned conditions, shall attract penalty (Refer to Annexure 3- Penalty & Incentive).
19. The meter reading, bill generation and bill distribution shall be conducted sequentially in optimized routes as per Walking Sequence/MRU. The vendor shall prepare Walking Sequence/Binder/MRU Wise Route Map for LT consumers. This route map shall be uploaded in the Billing System and Meter Reader shall sync in with the help of hand held mobile device to ensure MRU wise billing.
20. Any new connection / addition shall be promptly updated in the existing walking sequence data base by BA and actual reading carried out for the same.
21. Physical Bill distribution with acknowledgement for Special cases of Spot-bill and Non Spot-bill (3PH/HT/EHT) consumers.
22. 2% Check meter reading of the total billed Consumers to be carried out by the Supervisor.
23. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, bill distributor associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPNODL. Verification of the employee will be as per the directions & norms of the TPNODL.
24. Business Associate(s) shall ensure OCR Based Meter Reading, Spot Billing and Bill Distribution of consumers within stipulated time schedule as specified by TPNODL.
25. Meter-reading and billing work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level, shall attract penalty (Refer Annexure)
26. Meter reading and bill distribution activity is to be undertaken on Monthly basis, or, as decided by TPNODL depending upon the urban & rural geography of the area.
27. Meter Readers and Bill distributors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). It is mandatory to submit fitness certificate before employing the meter reader & supervisor. Yearly fitness certificate for each BA employee to be ensured through a Govt. authorized center.
28. In case of termination of any employee by Business Associate(s), the same shall be informed to TPNODL, specifying the reasons for termination.
29. Provision has to be made by the Business Associate(s) that meter reader does not switch off the GPS, data connection and use any other application, internet other than the spot billing application as prescribed by TPNODL. The Business associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader.
30. In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (Refer Annexure - Penalty & Incentive) on this account on receipt of the complaint from the customer or TPNODL's staff after due verification by the EIC, whose decision shall be final.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

31. In case, the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPNODL database system on time on a daily basis.
32. Meter Readers deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for reading and billing should not be less than 18 years of age.
33. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen (Meter Readers) having minimum qualification of Higher Secondary (Class XII) pass, Division Coordinator/Supervisors/Data Entry (Computer) Operators having minimum qualification of Graduation Degree from a reputed University, having relevant work experience so as to ensure that various jobs are completed within predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Data Entry (Computer) Operators shall have adequate Computer Skills such as MS Excel, MS Word and Power Point, Mail Writing etc. Details of such manpower shall be provided to TPNODL before commencement of the work under this Agreement.
34. The agency shall ensure that one-meter reader will take maximum 150 numbers of reading per day effectively in rural/remote Rural area and 200 numbers of reading per day in urban/Semi Urban area. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
35. Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots and umbrella/ Rain Coat (during rainy season) for all BA Staff.
36. Business Associate(s) shall arrange Permanent Marker, Sponge & spirit & to each Meter Reader for OCR billing.
37. The personnel should be conversant to read write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
38. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
39. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPNODL.
40. Agency shall do Prior Canvassing at site for Meter Reading/Spot Bill before the scheduled Spot Billing date & a future date shall also be intimated to consumers for Billing Purpose.
41. Billing for each month to be aligned with respect of Scheduled Power Outages of the respective Division in consultation with the Section Manager/SCO/TL MBC.
42. Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall not be paid separately to Meter Reader or BA as same is part of scope of work.
43. House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate.
44. In case of House lock cases detected by the Meter reader in the 1st month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TPNODL at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the locked premises along-with capturing of RRI details. Business Associate(s) shall also share his WhatsApp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

meter no. in one frame from Consumer in case of permanent House Locked/other Provisional reading remarks.

45. After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
46. During the 2nd visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
47. Against balance cases of House Lock, at least 5% 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 TPNODL in every month.
48. 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). However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
49. Against Timed Out / Non OCR cases, at-least 5% 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 TPNODL in every month.
50. Against First Time Faulty / Negative Reading cases, at-least 5% 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 TPNODL in every month.
51. Division Coordinator to carry out Sample Photo Quality Check based on Division-wise daily report circulated for 20 OCR and 80 Non-OCR cases on weekly basis, which shall be duly shared with EIC/TL MBC.
52. Business Associate shall improve the provisional reading cases on month on month basis from the effective date of contract. Failure in reduction of the provisional reading cases shall attract a penalty (Refer Annexure - Penalty & Incentive).
53. The Business Associate(s) shall provide list and provide Site Visit Report (in prescribed format of TPNODL) with sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database, duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database like Soubhagya Consumers & electro-mechanical meters installed at site/meter no. mismatch cases/disconnected – TD in system but live at site) along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
54. In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPNODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPNODL) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.

55. It is the responsibility of the Business Associate(s) to download/sync in the customer and meter reading data in SBM machines as per the schedule of MRU / walking sequence /DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter reading and billing data shall be uploaded automatically to TPNODL server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient.
56. In case of smart meters, where reading is fetched from MDM, Meter readers to generate SBM bills with auto populated reading and in balance cases, regular SBM billing process to be followed.
57. It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TPNODL) and inform the Section Commercial officer & TL-MBC for necessary action.
58. Data sync-in / sync-out to TPNODL system will be on real time/online basis unless otherwise mutually agreed.
59. In case of average billing (due to defective meter or in case no meter), the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
60. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing and Bill Distribution due to unavailability of smart mobile phones and Bluetooth printer along with stationery for bill printing.
61. Business Associates shall keep enough no. of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/damaged.
62. TPNODL has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.
63. The software/Apk will be provided by TPNODL for Meter Reading and Spot Billing activities which the business associates should only use and no other software shall be used.
64. All Employees of Business Associate(s) shall follow TPNODL code of conduct & TPNODL ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.
65. Business Associate(s) shall optimize route sequencing/walking sequence to get better productivity and shall keep TPNODL informed of such changes in system. Business Associate(s) shall provide to TPNODL finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TPNODL along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
66. Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead (KVARH) and TOD peak and off peak readings etc. Besides these key parameters the Meter Readers are also expected to match & record SCN No., Meter Sr. No., Supply address, consumer category use, meter make etc. and report TPNODL in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from TPNODL or prior approval by TPNODL from time to time.

67. The business Associate(s) shall extend all reasonable support to TPNODL in a drive for recording any other statutory information required which TPNODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location (such as meter at height, inside the house, non-accessible, obstacle), dirty meter box/meter screen, Air-Conditioners installed at consumer premises etc.
68. Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPNODL to not only correct, update the data base but book, consumer's indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
69. The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TPNODL database within the stipulated time (as decided by TPNODL), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
70. Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given, after checking their validity. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a penalty @ Rs 2/- per mobile number per consumer.
71. Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
72. Business Associate(s) shall arrange meter reading preferably through collapsible/ fold-able ladder where meter is installed at height. At least a ladder should be available at each location..
73. Business Associate(s) will assist TPNODL to process/liquidate the No Meter cases completely, as per procedure, and as required by TPNODL. Where meter existed earlier at site or as per records of TPNODL, and meter reader finds no meter at site, the Business Associate(s) shall submit to TPNODL such report, or undertake such measures, as per procedure, and as required by TPNODL, within one billing cycles as per process. However, if any cases where connections have become

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

dead/in-active/Not in Billing Net in TPNODL database be given to the Business Associate(s) for checking site condition.

74. Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. Penalty of Rs.100 per case on Supervision charges shall be imposed on such cases if found. Business Associate(s) will read/report all meters in a premises and report cases which were not given in the downloaded data and report these as extra connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system (with reading, correct DT/Binder/MRU, adjoining SC No. and Walking Sequence.) plus assist TPNODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, Business Associate(s) shall be given an incentive of Rs. 250 per such case as per clause (Refer Annexure 3- Penalty & Incentive). At the end of each financial year, BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a penalty of Rs. 500 per such case found by TPNODL.
75. Business Associate(s) shall assist TPNODL and ensure that Consumers complaints regarding Meter Reading, Spot Billing and Bill Distribution are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPNODL.
76. Since the Meter reading, billing and bill distribution depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment including Meter Reading or causing any harassment to the Consumer of TPNODL.
77. Business Associate(s) shall assist TPNODL in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance.
78. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology/process and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
79. If the billing/ mailing address is different than consumer's address of actual connection, then in such cases BA through Meter Readers/Supervisors shall deliver bills to the mailing address well within the due date.
80. Special meter reading cases can be of any division in TPNODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected & Door Locked supported by valid proof like photograph & associated field information etc. in the prescribed SVR format as decided by TPNODL. These cases will be in addition to 1PH Billing Target given for each meter reader and no separate payment/incentive will be provided.
81. The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

required to deliver the disconnection notice separately and / or any informative pamphlets related to TPNODL, for which BA shall collect the printed copies of the disconnection notice along with the defaulters list and / or any informative pamphlets related to TPNODL, from the concerned EIC and give the acknowledgement to the EIC.

82. The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.

- a) Date of service of notice.
- b) Name and Detail address of the consumer with father / spouse name
- c) Nearest land mark of the premises
- d) Adjacent consumer number
- e) Mobile number of consumer/Person receiving the notice

3. TERMS & CONDITIONS: -

Company shall reserve the right to change the number of Customers in any division, (if required) considered in the contract / during the contract period.

- a. Bidder has to fill quotations for all divisions of the Circles mentioned in tender enquiry contract.
- b. Bidder shall arrange and install adequate No. of desktops/printers/mobiles/cartridges/paper rolls for carrying out the activities listed in scope of work.
- c. Full Payment for Part 1 - Fixed Component, shall be made within 7 days from the date of SES approval of the BA by the EIC.
- d. 70% Payment for Part 2 - Variable Component i.e. Supervision Charges, shall be made within 7 days from the date of SES approval of the BA by the EIC.
- e. Balance 30% of Variable Component i.e. Supervision Charges shall be paid after submission of proof of transfer of wages to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.
- f. *After completing the assigned work in a particular Section the concerned SDO would have the right to utilize the manpower optimally across the various section in same Sub-Division. At regular interval, meter reader shall be swapped across the section within a Sub-Division/adjacent Sub-Division within same Division and the Supervisor shall be swapped across the Sub- Division within the Division.*
- g. *The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs (Women Self Help Groups) and other factors.*

4. Establishment, Data Compilations and Reports:

- a) Business Associate(s) shall set up adequate no. of office establishments with computers, printers etc. and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- b) Business Associate(s) would have to establish an official set up at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

- c) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- d) Business Associate(s) would engage an experienced Project Manager to report to TPNODL nodal officer for overall monitoring across the allocated divisions.
- e) Business Associate(s) would engage One Division Coordinator for each Division to report to EIC & Minimum 2 Data Entry / Computer Operators for each division.
- f) The Business Associate(s) is also liable to assist TPNODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book/MRU, phone number, route/walking sequence & meter status details etc.
- g) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TPNODL.
- h) The Business Associate(s) will submit meter-reading and billing data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TPNODL & will upload the same in TPNODL system.

Availability: The Meter Reading, Spot Billing and Bill Distribution service is to be available at least 99% of the defined service delivery time. In case of failure, all damages fees will be as per the **penalty defined in Section (Refer Annexure- Penalty & Incentive)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

5. Security of Data

The Meter Reading, Spot Billing and Bill Distribution Business Associate(s) shall ensure the following approach and methodology for data security:

- 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.
- The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL, failing which it shall attract Penalty as per Penalty clause (Refer **Annexure** - Penalty & Incentive)
- 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.
- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.
- Securing the relevant infrastructure and integrating with existing TPNODL infrastructure security including network perimeter defenses, server security, and data infrastructure security.
- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007****6. Maintenance**

- a) **Scheduled Maintenance:** Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPNODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPNODL.
- b) **Emergency Maintenance:** Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPNODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPNODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPNODL.

7. Statutory Requirements:

- a) If any financial irregularity like non-payment of Salary, Incentive, short payment etc. by the Business Associate(s) is noticed, TPNODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.
- b) The personnel engaged by the Business Associate(s) shall be deemed always as their employees however TPNODL is concerned with their engagement conditions and the remuneration which should be minimum wages in semi-skilled category for Meter readers and Skilled for Supervisors. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPNODL at any time and furnish the same to TPNODL before commencing the Contract. All statutory compliances shall be ensured by the Business Associate(s).
- c) Business Associate shall undertake to indemnify the Company against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in BAs employment or to any other person or properties including those of TPNODL, arising due to reasons attributable to any, act, omission of the BA, for the entire period of contract.
- d) TPNODL shall not be responsible, if the Business Associate(s) infringes the laws or statute of Odisha state/India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.

8. Responsibility Matrix:

TPNODL & Business Associate(s) shall have the following responsibilities:

- a) Identify a Core Team of Officers including TL MBC for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

- b) The Core Team including TL MBC 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 databases of consumers for past.
- c) Identify appropriate officers including TL MBC to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).
- d) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
- e) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- f) The Business Associate(s) shall open a temporary co -ordination office near corporate office of TPNODL. Submit a Weekly report to the Corporate Billing Team and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- g) The Business Associate(s) will have to furnish the Meter Reading, Spot Billing and Bill Distribution program along with the name of meter-reader prior to starting the reading in a particular designated area by 2nd of each month.
- h) 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-in charge of the Contract.
- i) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
- Number of slippage in schedule – with respect to Meter Reading, Spot Billing and Bill Distribution.
 - Number of errors in recording Meter Reading, Spot Billing and Bill Distribution.
 - Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- j) The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- k) While TPNODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.
- l) The Business Associate(s) have to support TPNODL for organization of necessary camps to improving the billing percentage.
- m) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPNODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- n) On the receipt of written complaint from TPNODL, the Business Associate(s) shall take action against the particular meter reader within a week of receipt of such complaint.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

- o) The meter readings along with the meter status, nature of premises, status of the service and condition/status 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.
- p) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- q) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) –**Refer Annexure**.
- r) Meter readings of a consumer shall be taken on the fixed date as specified in schedule/MRU and any deviation of meter reading date will attract penalties.
- s) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- t) Seasonal uniforms along with cap / Rain Coat shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- u) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases of absence of staff in Division Office.
- v) Business Associate(s) shall arrange and help in Redefining of walking sequence as well as Marking of walking sequence for every connection on site through Permanent Marker.
- w) 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.
- x) 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.
- y) TPNODL 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 designated TPNODL’s EIC, penalties would be imposed accordingly as a wrong remark.
- z) During the course of the engagement, TPNODL is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing and Bill Distribution. Moreover, TPNODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- aa) Any additional information related to the Meter Reading, Spot Billing and Bill Distribution required by the TPNODL should be furnished as instructed from time to time.
- bb) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- cc) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

9. Cross Area Checking

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

- a. Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TPNODL. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPNODL area and will not be limited to the Division allocated to the Business Associate(s).
- b. The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution Activity.

CONFIDENTIAL

Annexure - Penalty & Incentive:
(Service Level Agreement)

Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, and Bill Distribution.

1. Penalty on Supervision Charges (SC) of BA:

*Property of TPCOD/TPNODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPNODL/TPSODL/TPWODL*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

Billing Coverage of Valid Consumers (%)	Deductions from Supervisory charges ("SC") of BA
99%-100%	Nil
90%-99%	10% of SC
80%- 90%	15% of SC
0- 80%	20% of SC

Note: Penalty shall be levied on Supervision Charges on Business Associate, if Billing Coverage of Valid Consumers in the network (excluding duplicate connections, Ghost consumers, connections not traceable at site etc.) is less than 99% in any month. The BA should ensure that all Duplicate connections, Ghost connections, Connections not found at site etc. shall be reported after every billing cycle. These would be excluded from billing coverage only after necessary verification and confirmation by the Section JE / Commercial Officer.

2. Incentive / Penalty for BA Employees:

Billing Coverage of valid Consumers (%)	Penalty/ Incentive for BA Employees
98%-100%	Incentive of Rs. 200 for every >1%
90%-98%	Two Warning letters and Rs.250 retention for 1% drop from 3rd instance in the year
80%- 90%	Retention of Rs.300/- for every 1% drop (two times)
	Notice on 3rd month for 30 days/till month end.
	At the end of 3rd month - Termination Letter
0- 80%	Retention of Rs.300/- for every 1% drop one time (Subject to a maximum amount of 20% of take home salary)
	Notice on end of 1st month
	At the end of 2nd month - Termination Letter

Note: All Penalties clubbed together cannot be more than 20% of Net / take home Salary of Meter Reader, Supervisor and similarly Maximum Penalty on Supervision charges shall be 30%. Duplicate, Ghost, Connection not found etc. cases shall be excluded from Billing Coverage subject to if data with is provided for such consumer by meter reader/Supervisor.

3. Provisional Billing:

If the Provisional cases are found above certain percentages, then the following penalties will be deducted from Meter Reader, Supervisor & Business Associate(s):

S. No.	% of Provisional Billing	Penalty
1	Up to 3%	Nil

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

2	3-5%	5% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges
3	>5%	10% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges

4. Other Incentive/Rewards:

SI No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPNODL billing system presently or Disconnected / Removed in TPNODL billing system not given in downloaded data(with reading, correct DT/Binder, adjoining CA and Walking Sequence.)	Rs. 250 / Case to concerned meter reader through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPNODL Ethics Patrika.
4	Capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer
5	Capturing & reporting of correct E-Mail ID.	Rs. 1/- per case once per consumer

Incentive / Retention for Meter Readers: Incentive of Rs. 200 for Meter Readers to be given on every 1% improvement in OCR billing coverage exceeding 90% in his assigned Section and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 70% in his assigned Section.

Incentive / Retention for Supervisors: Incentive of Rs. 200 for Supervisors to be given on every 1% improvement in OCR billing coverage exceeding 90% in his assigned Sub-division/Area and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 70% in his assigned Sub-division/Area.

5. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader in each circle/divisions (Parameters being OCR billing and Actual Billing only)
- Best Supervisor in a circle/division
- Best Division Coordinator in a Circle

6. Other Penalties

SI No	Condition	Penalty
-------	-----------	---------

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TPNODL prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading.	Up to max. of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10
6	In case of Unethical activity Unethical Activity defined as below; Supress Reading, Offsite Reading (reading entry at the location other than the consumer premises), connivance with consumer, misbehaving with consumer.	Penalty of Rs 3000/- per instance will be deducted from BA supervision charges. Further in case of detection of any unethical act by meter reader/Supervisor, the BA shall immediately remove the concerned person from TPNODL meter reading/supervision work. BA employee shall be black listed from TPNODL and his detail will be shared with other Odisha Discoms Furthermore, any further loss incurred shall be recovered by
7	Non-Submission or unclear Photo	Rs.10/- per case
8	Late Submission of data	5% of the invoices value of the Binder/MRU late submitted per day or Rs. 100/day/binder/MRU whichever is higher (Subject to cap of 30% of total invoice amount per month).
9	Data Security breach	Rs.10000/- for each such incident. TPNODL also keep right to take action as per prevailing laws including contract termination with security amount
10	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
11	Wrong/incorrect reporting of the each Mobile	Rs. 2/- per case
12	Late submission/ non submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case

CENTRALIZED CONTRACTS GROUP**NIT No.: TPNODL / CCG / 23-24 / 007**

13	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPNODL works and Penalty of four times of the amount embezzled /bribe to the agency.
14	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPNODL..
15	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

- I. Maximum penalty to BA under all clauses above shall be limited to 30% 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.
- II. The Executive Engineer of the concerned Divisional Office / HoG - Meter Reading & Billing / HOG-Commercial 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 – Meter Reading & Billing / Chief-Commercial at Head office for adjudication.
- III. Other penalties shall be deducted from supervision charges, if not mentioned otherwise in specific penalty clause.

TPNODL	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT- SERVICE ORDERS	
Rev. No	01 (dated 01.12.2021)	Page 1 of 72
Prepared By Imran Ahmad/ Swetaraj Parida	Reviewed By Vipin Chauhan	Approved By Sunil Bhattar

CONTENTS

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

Digitally signed by SUNIL BHATTAR
DN: cn=IN, o=Personal,
postalCode=122018, st=Haryana,
serialNumber=F53CC668A7C5989A
74C119998CB38A3BE97C01F84A3F
FE59E1358B38297F0F38, cn=SUNIL
BHATTAR
Date: 2021.12.04 15:25:11 +05'30'

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 2 of 72

CONTENTS	
CLAUSE NO.	DESCRIPTION
6.3	Payment and statutory deductions
6.3.1	Statutory deductions
6.4	Guidelines for raising running/final bills
6.5	Quantity Variation
6.6	Full and Final Payment
7.0	MODE OF PAYMENT
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Compliance to Labour Laws
9.5	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
9.6	MSME Development Act 2006
9.7	ISO 14001
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Adherence to Rules & Regulations
10.3	Specifications and Standards
11.0	SAFETY
12.0	GUARANTEE
12.1	Guarantee of Performance
12.2	Guarantee period
12.3	Failure in Guarantee period(GP)
12.4	Cost of repairs on failure in GP
12.5	Guarantee Period for Goods Outsourced
12.6	Latent Defect
13.0	LIQUIDATED DAMAGES
13.1	LD Waiver Request
13.2	Material Recovery
14.0	ASSIGNMENT OR SUBCONTRACTING
15.0	UNLAWFUL ACTIVITIES

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 3 of 72

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 4 of 72

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 Tata Code of Conduct

The Business Associate and TPNODL shall be bound by the provisions/ clauses mentioned in Tata Code of Conduct (TCoC) in all their dealings with stakeholders. The Associate is advised to go through the TCoC document available as Annexure-O.

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

TPNODL 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 TPNODL 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.

Note- In case of RC though, further Release Orders (RO) shall be issued by TPNODL on RC rates and terms & Conditions as per the requirement of TPNODL.

3.2 Contract Commencement Date

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 5 of 72

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 TPNODL.

3.7 Contract Price /Value

The total all inclusive price/value mentioned in the PO/RC of the contract document is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded and shall be subject to adjustment based on actual quantities supplied/actual measurement of work done and accepted and certified by the authorised representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 Contract Document

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 6 of 72

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 TPNODL, 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

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

4.0 SCOPE OF WORK

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

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

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site, storage, preservation, security and handling of the items at 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 TPNODL. All these activities shall be performed in line with original equipment manufacturers' recommendations and/or as per best engineering practices, with due consent of TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 7 of 72

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.

TPNODL 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 TPNODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPNODL 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 TPNODL.

4.1 Indemnity

Associates shall undertake to fully indemnify TPNODL (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 TPNODL, arising due to reasons attributable to any, act, omission of the Associate the Associates, for the entire period of contract including period of guarantee.

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 8 of 72

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 TPNODL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.4 Deployment of Work Force

Associate shall deploy adequate labour, as considered necessary by TPNODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPNODL. 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 9 of 72

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.

TPNODL 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 TPNODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

4.8 Rights of TPNODL to vary the scope work

TPNODL 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 TPNODL with a reasonably detailed estimate of the cost of the change in scope outlined in the TPNODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 10 of 72

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 TPNODL.

Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by TPNODL 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 Bid Evaluation- Commercial, Technical and Safety Evaluation

TPNODL reserves the right to evaluate the bid in the following manner on the below parameters as per the requirement:

- **Safety Evaluation:** Business Associates may be required to submit a separate Safety Bid along with their Technical & Price Bids at the time of bidding, especially in cases where the expected contract value \geq Rs. 1 Cr. and which fall in high risk category as detailed in Annexure-N. In such cases, TPNODL shall also do a Safety Bid Evaluation along with Technical Evaluation to declare the Qualified Bidders.
- **Technical Evaluation:** The bid shall be evaluated on the parameters and not limited to Bidder Experience, Bidder Performance with other utility/company, internal performance feedback, Technical Specification, General Technical Parameters (GTP), Layout, Drawings etc.

TPNODL reserves the right to carry out Factory Evaluation of Manufacturer along with the Visit to executed Sites for further evaluation to ascertain bidder's manufacturing capability, quality procedures & Performance of executed works.

- **Commercial Evaluation:** The bid shall be evaluated on the basis of Qualifying Requirement parameters and other commercial parameters as mentioned in tender.

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 TPNODL 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 TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 11 of 72

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 TPNODL 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 TPNODL.

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 TPNODL'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 TPNODL'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, TPNODL.

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 GST 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 45 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 TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 12 of 72

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

6.3.1 Statutory Deductions

TPNODL 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 TPNODL'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 Finance office, Balasore.

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 TPNODL 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 RTGS/ NEFT/ Online Net banking mode whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPNODL 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, TPNODL 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 TPNODL Engineer-in-Charge before raising any bill of work done. In the event Associate fails to do so, TPNODL at their sole discretion, may take

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 13 of 72

measurements of work done and proceed as deemed fit and in such an event Associate's right to lodge any subsequent claim shall stand forfeited.

8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 21 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 TPNODL 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.

In case, PBG will not submitted by BA within 21 days post awarding the contract, TPNODL will reserve the right to take any appropriate action. However, in case of non-submission of PBG till the date of first bill submission, the amounts towards PBG shall be retained by TPNODL from Bills.

- 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 TPNODL 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 TPNODL. 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 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 14 of 72

regulations and shall keep TPNODL indemnified in this regard against any such claim and provide documentary evidences of the same to TPNODL. TPNODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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

9.2 SA 8000

As TPNODL/ Tata Power is SA 8000 compliant, it 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

Business Associate is expected to ensure adherence to all statutory laws and requirements as applicable. The Associate needs to obtain Form C-3 before commencement of work and No Objection Certificate (NOC) on completion of work from BA-Relations Cell/ HR of TPNODL.

In case any non-compliance is observed, TPNODL shall reserve the right to penalize the bidder as per direction of E-I-C. The penalty shall be 1% of total all-inclusive contract value for such cases. Also, TPNODL reserves the right to reject such bidder in future tenders.

9.3 Affirmative Action

TPNODL 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**

TPNODL 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 TPNODL has taken initiative by proposing relaxations in contract clauses as per below:

S. No.	Initiative	for SC/ ST BA's	Guideline Document
--------	------------	-----------------	--------------------

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 15 of 72

1	Tender Fees	100% waiver for SC/ST community	All Open Tenders
2	Earnest Money Deposit	50 % relaxation of estimated EMD value	All limited and Open Tenders
3	Performance Bank Guarantee	50% relaxation in PBG for order value above 50 lacs else 25% relaxation	All limited and Open tenders
4	Turnover	25% relaxation in company turnover under qualifying requirement criteria	All Open Tenders

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

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

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

9.4 Compliance to Labour Laws

Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then TPNODL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, TPNODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 16 of 72

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.

9.6 Special Terms & Conditions for BAs engaged under PLPBC or Service Contracts

1. The Business Associate will abide by the rules & regulations and various process requirements of TPNODL which may get amended from time to time based on business needs.
2. The Business Associate shall ensure submission of required information to TPNODL as required by TPNODL or any government authorities (with a copy to TPNODL), as and when required within the stipulated time frame.
3. The business associate shall, before start of work, obtain and submit to TPNODL a copy of
 - ✚ PF Code allotment letter issued to him/them by the EPF organization.
 - ✚ ESIC Code allotment letter issued to him/them by the ESI authorities.
 - ✚ valid insurance documents under Employees' Compensation Act, for its employees not eligible for coverage under ESIC
4. The Business Associate shall, in case of his/engagement in any construction activities falling under the purview of the Building and Other Construction Workers (BOCW) Act, apply for registration under the said BOCW Act before start of work and obtain the said registration within a month of starting such work. Business Associate shall also ensure compliance to all other applicable provisions including payment of applicable cess under the Act.
5. The Business Associate shall comply with all applicable provisions under Inter State Migrant Workmen (ISMW) Act.
6. The Business Associate shall ensure its employees enter and work at respective place of work or premises of TPNODL in fulfilment of contractual obligations of the Business Associate, only with due authorization and valid IDENTITY. Issue of such authorization cum identity passes to its workers would be facilitated by the Business Associate, by submitting relevant information, documents, authorizations and complying to TPNODL's processes including safety training and medical checkup procedures as laid down from time to time for issue of authorization cum identity-passes. Business Associate shall not engage any of its workers for work without a valid authorization cum identity pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.
7. The Business Associate shall comply with the following under various statutes, statutory requirement or any other requirement as may be applicable from time to time :

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 17 of 72

- i) Submit an application for obtaining Form-V, required for applying for Labour License.
 - ii) Submit a copy of valid Labour License with reference to the work order, without which authorization cum identity passes would not be issued to the employees of respective Business Associate.
 - iii) Temporary authorization cum identity passes are issued only for seven days, hence the Business Associate will be required to arrange for issuance of permanent authorization cum identity passes within said timeline, by submitting required documents/information. With special permission from user and HR/IR department the validity of temporary authorization cum identity passes can be extended upto 15 days. Under no circumstances shall temporary authorization cum identity passes be issued for more than 15 days.
 - iv) Business Associate is required to complete the process of Medical fitness certificate and police verification certificate within these seven days, unless exempted by the TPNODL management. Any delay due to reasons beyond control of the vendor, needs to be approved by TPNODL HR/IR department.
 - v) Business Associate shall apply for Authorisation cum Photo identity pass as per Company's security procedure.
 - vi) In case of renewal of authorization cum identity passes, the application should be initiated at least seven days in advance.
 - vii) Business Associate shall submit the Register of Workmen in Form-XIII, duly filled in all respects, within 15 days of starting the job.
 - viii) Business Associate shall provide employment card (Form-XIV) to all his/their workers.
 - ix) Business Associate shall disburse wages to its employees by 7th of the subsequent month under intimation to TPNODL, through bank transfer with submission of a copy of bank statement to TPNODL. TPNODL expects its associate vendors/ Business Associates to facilitate opening of bank account by all its employees and pay wages through bank transfers.
 - x) Wage notification should be given by the Business Associate at least one week ahead. A copy of the same to be forwarded to TPNODL for information necessary confirmation of payments.
 - xi) Wages Slip (Form-XIX) to be provided by the Business Associate to all its workers before disbursement of wages.
 - xii) PF contribution to be deposited on or before 15th of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
 - xiii) Business Associate to facilitate transfer of PF/EPF accumulations in respect of its employees from their previous employer, if any.
 - xiv) ESI contribution to be deposited on or before 21st of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
 - xv) Muster roll, Wage Register, Combined Challan & ECR of PF deposition and Challan / Contribution history of ESIC to be submitted to TPNODL HR/IR Department on or before 25th of the subsequent month.
 - xvi) Business Associate shall be required to arrange for applicable welfare measures under applicable statutes for its employees in consultation with TPNODL order manager.
 - xvii) Business Associate has to submit all the relevant returns under all applicable enactments on or within the scheduled date and a copy of the same need to be submitted to TPNODL HR/IR department within seven days of the scheduled date of submission.
8. Business Associate shall not be allowed to work for TPNODL without possessing a

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 18 of 72

*** Valid PO *Valid Labour License * Valid Authorisation cum Identity Pass**

9. NO BILLS OF THE VENDOR/BUSINESS ASSOCIATE SHALL BE RELEASED IN CASE OF FAILURE TO COMPLY WITH THE ABOVE PROVISIONS.
10. Above requirement not being exhaustive, vendors/ Business Associate will be liable to comply with the provisions of any other enactment as notified or would be applicable to them from time to time.
11. An additional overhead charge of 25% of the wage bill value will be charged to the Business Associate in case the BA fails to pay the wages of its workers in time and TPNODL as principle employers is compelled to make the payment on their behalf. The total amount, including the overhead charge, will be recovered from the subsequent bill payable to the Business Associate.
12. Continuous default in wage payment to its employees within stipulated date as mentioned above, for three months, will lead to termination of the contract and may also lead to blacklisting of the Business Associate/ cancel vendors' registration.
13. After completion of work and before or at the time of submission of final bills, the Business Associate must ensure the following and submit proof thereof to TPNODL enabling TPNODL release its final bills. In absence of the same no such bills would be released by TPNODL :
 - a. All wage payments are made to its workers till the last day of their work in TPNODL
 - b. Compensation towards Leave with wages are disbursed to its employees till the last day of their work.
 - c. Statutory bonus is paid to its employees for the period of their work.
 - d. Retrenchment compensation, where applicable, is paid to its employees as per eligibility.
 - e. Notice is given to the workers regarding retrenchment and in absence; notice pay is given to the workers as per the enactment, where applicable.
 - f. Along with final payments, full & final statement is issued to all its employees engaged by them for their work in TPNODL
 - g. No dues certificate is obtained from all its employees and copy submitted to TPNODL
 - h. Ensure withdrawal or transfer formalities in respect of PF/EPF accumulation of all its employees and submit proof thereof to TPNODL HR/IR dept.
 - i. Submit Form VI-A to TPNODL and surrender Labour License, wherever issued, to concerned labour department in case the license is no more required for work in TPNODL, and obtain clearance thereof from the Licensing Authority for submission to TPNODL.
 - j. Ensure intimation to PF & ESI authorities regarding completion of work and closure of contract with TPNODL. Proof of such intimation need to be submitted to TPNODL.
 - k. Indemnify TPNODL from any future liability on account of statutory compliance or failure on part of the vendor/Business Associate for their work in TPNODL in respect of their employees or employees of their sub vendors/Business Associates, by submitting an Indemnity Bond on Rs.100/- non judicial stamp paper executed by its Director/Proprietor, authorized for the purpose, and duly notarized.
 - l. Return back the Authorization cum Photo Identity passes to Administration representative or HR/IR department and submit proof thereof to TPNODL HR/IR team.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 19 of 72

14. Penalty of up to Rs.1,00,000/- per month will be applicable to Business Associates defaulting on compliances as mentioned below, at the sole discretion of TPNODL management.

- a. Any complaint received from the workmen of the Business Associate of non-payment / less payment or payment after the due date i.e. the stipulated date for such payment as per law, will attract penalty
- b. Non submission of any or all of the documents listed below (as applicable), in proof of all required statutory compliance (other than wage/payment register), within stipulated time for which it is due, will attract penalty.

List of documents:

1. Copy of valid Labour License.
2. Registers & records under applicable enactments.
3. PF Challan & ECR File.
4. ESI Challan & Contribution History.
5. Undertaking regarding non engagement of migrant workmen at TPNODL Site.
6. Details of wage payment through Bank.
7. Compliance w.r.t. BOCW Act (if applicable)
8. Submission of Applicable returns.

Our Business Associates are our business partners who we expect to be law abiding and complying to all statutory requirements, thereby not necessitating us to invoke the penalty clause mentioned in this GCC

15. The Business Associate will be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any accidental death anywhere in India, for a sum insured value of Rs.15 Lacs. In absence of having such coverage and in an unfortunate event of any accidental death of any of its workers, the BA will be required to pay such amount of Rs.15 Lacs to the victim's family/ legal heirs. This will be payable by the BA over & above the compensation, if any, payable under the Employees' State Insurance Act for covered employees or compensation payable by BA under the Employees' Compensation Act.

The Business Associate will also be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any death due to Covid-19 irrespective of place, type & days of treatment anywhere in India, for a sum insured value of Rs.10 Lacs. In absence of having such coverage and in an unfortunate event of any death of any of its workers due to Covid-19, the BA will be required to pay such amount of Rs.10 Lacs to the victim's family/ legal heirs. The BA is free to have this coverage for their employees against Covid-19 death through a mutually agreed contributory scheme and may recover up to 50% of the average premium payable per insured, from its employees.

9.6 MSME Development ACT 2006

Provisions for Firms falling in The Micro, Small and Medium Enterprise Development Act 2006:-

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 20 of 72

- Business Associate is requested to inform the TPNODL if they fall under provisions of The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPNODL. The Associate also needs to mention the relevant details on their invoice/ bill.
- Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPNODL, enabling them to avail the consequent benefits, failing which TPNODL may take appropriate action against such defaults.
- Business Associates falling in MSME category can avail the following benefits-
 - a. **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.
 - b. **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.
 - c. **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/ TPNODL and its Group Companies shall supersede feedback from other Customers.
 - d. **Reservation for MSME:** TPNODL reserve the rights 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.
 - e. **Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

9.7 ISO 14001

- The vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor must certify that the handling, use and disposal of their product/ by-products conform to practices consistent with sound environment management and local statutes. The Vendor shall ensure that all the wastes are disposal in environmental friendly way with strict compliance to applicable laws including adherence to MoEF guidelines with respect to the disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc. which shall be disposed through MoEF approved parties only. The vendor shall also dispose off the e-waste generated at the end of the product life cycle at its own costs and risk as per the MoEF guidelines/ Orders

10.0 QUALITY

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 21 of 72

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 TPNODL/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 TPNODL 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 TPNODL. 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 TPNODL, 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 TPNODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPNODL. 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 TPNODL's Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 22 of 72

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPNODL 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 TPNODL 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, TPNODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPNODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPNODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPNODL within 7 days of reporting the issue by

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 23 of 72

TPNODL. 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, TPNODL 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 TPNODL, 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, TPNODL 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 TPNODL, as described below:

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 24 of 72

shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPNODL 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 TPNODL 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 TPNODL 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 TPNODL enters with the associate, in part or full, without TPNODL's prior written approval. However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPNODL'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 TPNODL 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 TPNODL for inclusion for outsourcing. The Associate shall give approval or shall refuse approval in writing within thirty (30) days of receipt of such request. However the Associate shall not be entitled for any additional contract execution time whatsoever in lieu of the process for approval for outsourcing agencies, and shall be held responsible for any delay in the project execution time.
- Shall remain jointly and severally liable for any action, deficiency, and/or negligence on the part of his outsourcing agencies. The approval extended by the Associate to outsourcing agencies recommended by the Associate shall not discharge the later from his Contract obligations.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 25 of 72

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 TPNODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPNODL, 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 TPNODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPNODL 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 TPNODL.

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 TPNODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPNODL and upon execution of confidentiality agreements satisfactory to the TPNODL 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. TPNODL 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 TPNODL. 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 TPNODL under the Contract shall be passed on to the TPNODL. The TPNODL shall have the right to use these for

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 26 of 72

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 TPNODL.

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 TPNODL. All rights, with respect to, or arising from such intellectual property, as aforementioned, shall solely vest in TPNODL.

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 TPNODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPNODL 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 TPNODL 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 TPNODL is held liable for by any court judgement. In this connection, the TPNODL shall pass on all claims made against him to the Associate for settlement.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 27 of 72

The Associate assumes responsibility for and shall indemnify and save harmless the TPNODL 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 TPNODL 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 TPNODL.

The TPNODL 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 TPNODL 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 TPNODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPNODL.

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 28 of 72

“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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 29 of 72

- 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 TPNODL, 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 TPNODL, 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

TPNODL 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 TPNODL and not due to any breach of contract conditions by the associate, TPNODL 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 TPNODL.

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 TPNODL 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 TPNODL 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 TPNODL and within the timeframe as specified in the contract

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 30 of 72

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 TPNODL 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 TPNODL.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the Associate for the first time, TPNODL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPNODL then TPNODL 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, TPNODL shall have the right to terminate all the contracts TPNODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPNODL available to it under law.

Without prejudice to its right to terminate for breach of contract, TPNODL 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 TPNODL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 31 of 72

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

- 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 TPNODL 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 TPNODL 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 TPNODL 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 TPNODL 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 TPNODL 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, TPNODL 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 TPNODL 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 TPNODL 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 TPNODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPNODL 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, TPNODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPNODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPNODL.

22.2 Termination for convenience of Associate

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 32 of 72

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 TPNODL, Associate will have to pay TPNODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

22.3 Termination for Convenience of TPNODL

TPNODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPNODL 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 TPNODL or suspended by the arbitrator. Further, TPNODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 33 of 72

26.0 INSURANCE

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

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in TPNODL 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 TPNODL 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. TPNODL 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 TPNODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPNODL 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 TPNODL is after commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the TPNODL 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 TPNODL.

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 TPNODL; be it our Company, our services or our people. Each and every concern, issue, query and

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 34 of 72

suggestion from you will help us to become a better company to work with and shall help us develop a strong bonding of trust and a long term relationship with you.

You may send your feedback to HoD- Contracts by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-I*.

30.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be submitted by log on to our website www.tpnodl.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.	Vendor Appraisal Form	L
13.	Tata Code of Conduct	O

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 35 of 72

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TPNODL Limited

Balasure

HEREAS, (Name of the Bidder) (hereinafter called "the BIDDER") has submitted his bid dated for the (Tender No. & 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 TPNODL Limited (TPNODL) in the sum of for which payment well and truly to be made to the TPNODL 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 TPNODL 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 TPNODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPNODL will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 36 of 72

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 37 of 72

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 six months must be kept up
- (c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

TPNODL Limited

Balasure

CP cum EP BG No.....

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 38 of 72

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 Balasore branch and claim will also be payable at Balasore Branch (to be confirmed by Balasore Branch by a letter to that effect in case BG is from the branch outside Balasore)
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 six months from _____ (expiry date) i.e. on or before _____ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at _____ this _____ day of _____ 200__

Witness

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 39 of 72

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 TPNODL 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 TPNODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPNODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPNODL 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 TPNODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Dated

Signature

Place

Name

Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 40 of 72

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. TPNODL 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. TPNODL.

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. TPNODL 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. TPNODL 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. TPNODL from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

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

Dated

Signature

Place

Name Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 41 of 72

ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TPNODL Limited,

Balasore

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 42 of 72

ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPNODL 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 TPNODL would also ensure adherence of these values by his employees / persons deployed by him in connection with his works undertaken in TPNODL.

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 43 of 72

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 TPNODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7th / 10th day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPNODL 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 / TPNODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPNODL 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 TPNODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 44 of 72

- 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 TPNODL 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 TPNODL 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 TPNODL 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 TPNODL business.

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 45 of 72

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

7.0 Requirements during execution of work:

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

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

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

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

Enclosure:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 46 of 72

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 TPNODL : Yes/No

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 47 of 72

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 TPNODL 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 TPNODL Premises on my behalf.

Date:

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

This Business Associate is / will be engaged in TPNODL.

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 48 of 72

Form X

Undertaking

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

(_____)

Date:

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 49 of 72

Form XI

Undertaking

With reference to the contract job awarded by M/s TPNODL Limited to vide M/s _____ 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 TPNODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

(_____)
Authorized Signatory

For M/s _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 50 of 72

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 51 of 72

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 52 of 72

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

Signature of contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 53 of 72

ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 54 of 72

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 "TPNODL 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

- Balasore Within 200 kms from Balasore More than 200 kms from Balasore

Your nearly turnover with TPNODL

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

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

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

SECTION - A

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 55 of 72

(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	TPNODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPNODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPNODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPNODL Engineer-in-Charge timely certifies the jobs executed/						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 56 of 72

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
	material supplied						
11	TPNODL 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	TPNODL never defaults on contractual terms						
15	In TPNODL 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	TPNODL Employees follow Ethical behavior						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 57 of 72

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 TPNODL 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 TPNODL in comparison to your other clients in terms of fairness of treatment and transparency with its Business Associates?						
3	How would you rate TPNODL in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates						
4	How would you rate TPNODL in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 58 of 72

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 TPNODL, would you like to continue your relationship with TPNODL?					
2	If someone asks you about TPNODL, would you talk “positively” about TPNODL?					
3	Would you refer TPNODL 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 TPNODL, that truly represents your overall satisfaction with us (please tick appropriate box) –

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 59 of 72

SECTION – E

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

Please spare your thoughts for TPNODL'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 TPNODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPNODL'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 TPNODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s & Contracts</i>	
2	<i>Timely response to quarries</i>	
	<i>Timely certification of works executed</i>	
3	<i>Clarity in Specs, drawings, other docs etc.</i>	
	<i>Adequate information provided on website for tender notification, parties qualified etc.</i>	
4	<i>Timely receipt of material at site for execution</i>	
	<i>Performance Guarantee/EMD released in time</i>	
5	<i>Inspection & quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 60 of 72

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, TPNODL 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. TPNODL 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. TPNODL will make every effort to make the bid process transparent. However, the award decision by TPNODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPNODL, 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 TPNODL.
6. In case of intranet medium, TPNODL shall provide the infrastructure to bidders. Further, TPNODL 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 TPNODL.
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 TPNODL 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 TPNODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 63 of 72

ANNEXURE-L
VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)

Part A

1.0	DETAILS OF THE FIRM		
	1.1	NAME (IN CAPITAL LETTERS)	
	1.2	TYPE OF CONCERN (PROPRIETARY) PARTNERSHIP PVT.LTD., PUBLIC LTD. ETC.	
	1.3	YEAR OF ESTABLISHMENT	
	1.4	LOCATION OF OFFICE POSTAL ADDRESS	
	1.5	CONTACT DETAIL OF BA's REPRESENTATIVE NAME E-MAIL ID CELL NO.	
	1.6	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
2.0	PRODUCTS / SERVICES BEING OFFERED		:
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT).		:
4.0	AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF PAN CARD		:
5.0	AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF GST REGISTRATION		:
6.0	APPLICABILITY UNDER MSME CERTIFICATION		:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 64 of 72

7.0	BA BELONGS TO AA COMMUNITY (SC/ST)		÷
8.0	DOCUMENTS VERIFYING ADDRESS PROOF (SUPPORTED BY ANY GOVT. ISSUED DOCUMENT)		÷
9.0	TECHNICAL		
	9.1	NO.OF DESIGN ENGINEERS (INDICATE NO.OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	9.2	NO.OF DRAUGHTSMEN	:
	9.3	COLLABORATION DETAILS (IF ANY)	:
		9.3.1 DATE OF COLLABORATION	:
		9.3.2 NAME OF COLLABORATOR	:
		9.3.3 RBI APPROVAL DETAILS	:
		9.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		9.3.5 DURATION OF AGREEMENT	:
	9.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	9.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	9.6	QUALITY OF DRAWINGS	:
10.0	MANUFACTURE		
	10.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	10.2	POWER (KVA)	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 65 of 72

		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	10. 3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENTS AS APPLICABLE)	:
		10.3.1 MATERIAL HANDLING	:
		10.3.2 MACHINING	:
		10.3.3 FABRICATION	:
		10.3.4 HEAT TREATMENT	:
		10.3.5 BALANCING FACILITY	:
		10.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	10. 4	SUPERVISORY STAFF	:
	10. 5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	10. 6	NO. OF SHIFTS	:
	10. 7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	10. 8	WORKMANSHIP	:
	10. 9	MATERIAL IN STOCK AND VALUE	:
	10. 10	TRANSPORT FACILITIES	:
	10. 11	CARE IN HANDLING	:
11. 0	INSPECTION / QC / QA / TESTING		

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 66 of 72

11.1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
11.2	INDEPENDENCE FROM PRODUCTION	:
11.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
11.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
11.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
11.6	STAGE INSPECTION AND DOCUMENTATION	:
11.7	SUB-ASSEMBLY & DOCUMENTATION	:
11.8	FINAL INSPECTION AND DOCUMENTATION	:
11.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
11.10	TYPE TEST FACILITIES	:
11.11	ACCEPTANCE TEST FACILITIES	:
11.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
11.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
11.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
11.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED LABORATORIES	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 67 of 72

	i)	FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:	
	ii)	CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:	
12.0		EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)	:	
13.0		SALES, SERVICE AND SITE ORGANISATIONAL DETAILS	:	
14.0		CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)	:	
15.0		POWER SITUATION	:	
16.0		LABOUR SITUATION	:	
17.0		APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED	:	
Part C Supporting Documents				

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 68 of 72

18. 0	<p>DOCUMENTS TO BE ENCLOSED:</p> <ol style="list-style-type: none"> 1. Factory License 2. ISO Certificate 3. Registration of Central Excise 4. Income Tax Clearance. 5. PF Registration 6. ESI Registration 7. Insurance for Workman Compensation Act No. 8. Electrical Contract LIC No. 9. PAN No. 10. GST Registration 11. MSME Certification 12. WC Tax Registration 13. Organogram of Co. having organogram of Design, safety, quality, production and other teams. 14. Details of subscription of BIS, IEC, IEE, ASTM or other. 15. Details of the team in Design, Quality, Safety, Production. 16. List of manufacturing equipment as per Part C. 17. List of calibrated equipment as per Part C. 18. List of clients and order executed in past two years. 19. Complaint escalation matrix. 20. Performance Certificates of same product from Minimum two utilities. 21. e-Payment Form as per enclosed Annexure-J 	
----------	--	--

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 69 of 72

- The relaxation available for BAs under SC / STs shall be as per GCC for Tender Fees, EMD, PBG and Turnover criteria.

Note:

- *Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person.*
- *Annexure-J (e-Payment detail form) must be filled by Associate along with this form.*

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 70 of 72

Annexure-N

TATA CODE OF CONDUCT (TCoC)

Introducing Tata Code of Conduct (TCoC) in GCC, the following clause is proposed for inclusion as per suggestions from Chief Ethics Counsellor -

“TCoC is the overarching policy framework that applies to all TATA Group companies including TPNODL. TCoC provides for stakeholder-wise approach in each of the seven chapters.

The chapter “Our Value Chain Partners” states the policy as follows:

1. We shall select our suppliers and service providers fairly and transparently.
2. 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.
3. 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.
4. 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.
5. We respect our obligations on the use of third party intellectual property and data.

To effectively implement TCoC, there is a 3-tier framework comprising of Ethics Management Apex Team headed by the CEO, who is also the Principal Ethics Officer (PEO), TPNODL; Locational Ethics Counsellors (LECs) who cover various locations/offices of TPNODL; and LECs are assisted by 4-5 Ethics Champions (ECs).

In case any Ethical Concern is faced during the course of your business dealings with TPNODL, one may utilize any one or more of the following avenues:

1. Ethics Portal on website – www.tpnodl.com
2. Ethics Box
3. IVRS No. 19124 and then press 7
4. Locational Ethics Counsellor (LEC)
5. **Third Party Ethics Helpline – 1800-22-7697 (Toll Free) ***
6. Chief Ethics Counsellor – Mr. Sunil Kumar Sharma at sunilk.sharma@tatapower-ddl.com

TPNODL is committed to follow Core Values and Core Principles mentioned in TCoC, cited below, in carrying out various activities as well as in discharge of bi-lateral and multi-lateral obligations involving other entities/organizations:

Core Values:

All six core values are already mentioned in GCC.

Core Principles:

1. **Zero tolerance to bribery or corruption** in any form.
2. Committed to **good corporate citizenship**

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 71 of 72

3. Contribute to the **economic development of the communities** of the countries & regions we operate in.
4. No compromise on **Safety**
5. Our conduct shall be **fair & transparent**
6. Respect the **human rights & dignity** of our stakeholders
7. **No unfair discrimination** of any kind
8. Statements made to stakeholders shall be **truthful & made in good faith**
9. Not engage in any restrictive or **unfair trade practice**
10. Provide avenues for our stakeholders to **raise concerns in good faith**
11. Environment **free from fear** of retribution to deal with concerns that are raised
12. Expect the leaders to be **role model**
13. **Comply with the laws** of the countries in which we operate

Gift Policy:

Principles for acceptance of gifts/benefits –

A gift or benefit may be accepted only if it complies with all of the following principles:

- ✓ it does not influence,
- ✓ does not have the potential to influence, an employee in such a way as to compromise or appear to compromise integrity and impartiality
- ✓ does not create a conflict of interest or perception of conflict of interest;

Principles for non-acceptance of gifts/benefits -

The gift or benefit may not be accepted or given if any of the following principles apply:

- ✓ causes the recipient or donor **to act in partial manner** in the course of duty
- ✓ apprehension of the recipient becoming **obligated to the donor**
- ✓ it is **not offered openly**
- ✓ if is an **offer of money** or something readily convertible to money (e.g. Shares)

Violation –

1. Not abiding with this policy would constitute violation of “Our Employees” Stakeholder group Clause “Gifts and Hospitality” of the Tata Code of Conduct (TCoC) 2015. Prompt action will be taken against violations.
2. Any deviation from this policy must be supported by appropriate rationale and must be duly approved by CEO who is also the Principal Ethics Officer. In any case, in dealing with such deviations, the spirit of the TCoC should in no case be compromised.
3. If it is determined that an employee / associate has violated this policy, appropriate action including termination of the employee’s / associate’s employment or association with TPNODL may be decided upon.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	01 (01.12.2021)	Page 72 of 72

GENERAL CONDITIONS OF CONTRACT

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Berhampur Circle						
						Ganjam North	Total Cost (Rs.)	PSED, Purusottampur	Total Cost (Rs.)	HED, Hinjilicut	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	45	6,99,842.25	45	6,99,842.25	34	5,28,769.70	
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	3	52,713.87	3	52,713.87	2	35,142.58	
3	Mobile Data Charges	Month	200.00	36.00	236.00	48	11,328.00	48	11,328.00	36	8,496.00	
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	4	2,360.00	4	2,360.00	2	1,180.00	
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	41	72,570.00	41	72,570.00	32	56,640.00	
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	0	0.00	0	0.00	0	0.00	
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	3	8,850.00	3	8,850.00	2	5,900.00	
9	Additional Allowance-1	Month	500.00	90.00	590.00	48	28,320.00	48	28,320.00	36	21,240.00	
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	48	56,640.00	48	56,640.00	36	42,480.00	
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								10,88,717.48		10,88,717.48		8,55,941.64
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Bhanjanagar Circle					
						BNED, Bhanjanagar	Total Cost (Rs.)	PED, Phulbani	Total Cost (Rs.)	BOED, Boudh	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	65	10,10,883.25	104	16,17,413.20	65	10,10,883.25
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	4	70,285.16	9	1,58,141.61	3	52,713.87
3	Mobile Data Charges	Month	200.00	36.00	236.00	69	16,284.00	113	26,668.00	68	16,048.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	11	6,490.00	22	12,980.00	4	2,360.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	29	51,330.00	24	42,480.00	23	40,710.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	25	59,000.00	58	1,36,880.00	38	89,680.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	4	11,800.00	9	26,550.00	3	8,850.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	69	40,710.00	113	66,670.00	68	40,120.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	69	81,420.00	113	1,33,340.00	68	80,240.00
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							15,04,295.77		23,77,216.17		14,97,698.48
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.) (B)											
Grand Total Per Month Cost (in Rs.) (A+B)											
Increment of Supervision Cost for Second Year (in %)											
Increment of Supervision Cost for Third Year (in %)											

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Berhampur City Circle						
						BED-I, Berhampur	Total Cost (Rs.)	BED-II, Berhampur	Total Cost (Rs.)	BED-III, Berhampur	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	31	4,82,113.55	24	3,73,249.20	30	4,66,561.50	
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	3	52,713.87	2	35,142.58	2	35,142.58	
3	Mobile Data Charges	Month	200.00	36.00	236.00	34	8,024.00	26	6,136.00	32	7,552.00	
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	20	11,800.00	24	14,160.00	0	0.00	
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	11	19,470.00	0	0.00	28	49,560.00	
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	0	0.00	0	0.00	2	4,720.00	
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	3	8,850.00	2	5,900.00	2	5,900.00	
9	Additional Allowance-1	Month	500.00	90.00	590.00	34	20,060.00	26	15,340.00	32	18,880.00	
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	34	40,120.00	26	30,680.00	32	37,760.00	
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								7,99,244.78		6,36,701.14		7,82,169.44
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Aska Circle					
						AED-I, Aska	Total Cost (Rs.)	AED-II, Aska	Total Cost (Rs.)	GSED, Digapahandi	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	25	3,88,801.25	27	4,19,905.35	42	6,53,186.10
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
3	Mobile Data Charges	Month	200.00	36.00	236.00	27	6,372.00	29	6,844.00	44	10,384.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	1	590.00	0	0.00	7	4,130.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	24	42,480.00	27	47,790.00	35	61,950.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	0	0.00	0	0.00	0	0.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	2	5,900.00	2	5,900.00	2	5,900.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	27	15,930.00	29	17,110.00	44	25,960.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	27	31,860.00	29	34,220.00	44	51,920.00
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							6,83,169.19		7,23,005.29		10,04,666.04
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.) (B)											
Grand Total Per Month Cost (in Rs.) (A+B)											
Increment of Supervision Cost for Second Year (in %)											
Increment of Supervision Cost for Third Year (in %)											

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Jeypore Circle				
						JED, Jeypore	Total Cost (Rs.)	MED, Malkanagiri	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	78	12,13,059.90	83	12,90,820.15	
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	7	1,22,999.03	6	1,05,427.74	
3	Mobile Data Charges	Month	200.00	36.00	236.00	85	20,060.00	89	21,004.00	
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	19	11,210.00	7	4,130.00	
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	29	51,330.00	38	67,260.00	
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	30	70,800.00	38	89,680.00	
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	7	20,650.00	6	17,700.00	
9	Additional Allowance-1	Month	500.00	90.00	590.00	85	50,150.00	89	52,510.00	
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	85	1,00,300.00	89	1,05,020.00	
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								18,16,652.29		19,09,645.25
Per Month Supervision Cost (in %)										
Per Month Supervision Cost (in Rs.) (B)										
Grand Total Per Month Cost (in Rs.) (A+B)										
Increment of Supervision Cost for Second Year (in %)										
Increment of Supervision Cost for Third Year (in %)										

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Jeypore Circle			
						KED, Koraput	Total Cost (Rs.)	NED, Nabarangapur	Total Cost (Rs.)
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	93	14,46,340.65	195	30,32,649.75
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	9	1,58,141.61	11	1,93,284.19
3	Mobile Data Charges	Month	200.00	36.00	236.00	102	24,072.00	206	48,616.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	8	4,720.00	4	2,360.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	24	42,480.00	191	3,38,070.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	61	1,43,960.00	0	0.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	9	26,550.00	11	32,450.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	102	60,180.00	206	1,21,540.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	102	1,20,360.00	206	2,43,080.00
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00
Monthly Cost (in Rs.) (A)							21,82,897.62		41,68,143.30
Per Month Supervision Cost (in %)									
Per Month Supervision Cost (in Rs.) (B)									
Grand Total Per Month Cost (in Rs.) (A+B)									
Increment of Supervision Cost for Second Year (in %)									
Increment of Supervision Cost for Third Year (in %)									

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Rayagada Circle						
						RED, Rayagada	Total Cost (Rs.)	PKED, Parlakhemundi	Total Cost (Rs.)	GED, Gunupur	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	90	13,99,684.50	71	11,04,195.55	42	6,53,186.10	
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	3	52,713.87	8	1,40,570.32	3	52,713.87	
3	Mobile Data Charges	Month	200.00	36.00	236.00	93	21,948.00	79	18,644.00	45	10,620.00	
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	15	8,850.00	6	3,540.00	2	1,180.00	
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	31	54,870.00	18	31,860.00	0	0.00	
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	44	1,03,840.00	47	1,10,920.00	40	94,400.00	
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	3	8,850.00	8	23,600.00	3	8,850.00	
9	Additional Allowance-1	Month	500.00	90.00	590.00	93	54,870.00	79	46,610.00	45	26,550.00	
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	93	1,09,740.00	79	93,220.00	45	53,100.00	
11	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
14	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								19,71,459.73		17,29,253.23		10,56,693.33
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

CENTRALIZED CONTRACTS GROUP

NIT No.: TPNODL / CCG / 23-24 / 007

Note:

1. The Bidder should fill up the entire blank column (box), The bidders were advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection. Bid amount for supervision charges will be on minimum wages only.
2. Meter Reader should be paid as per latest Minimum Wages decided for Semi-Skilled manpower & Supervisor should be paid as per latest Minimum Wages decided for Skilled manpower. Failing to which the bid may lead for rejection of the price bid.
3. In case of any changes in Minimum Wages of Meter Readers or Supervisors during Project Period, Discom shall pay as per new wages.
4. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark), Printer Cartridge, Office equipment/establishment, Project Incharge, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed. Also includes Service Charges for Meter Reader & Supervisor as per GCC.
5. The above Additional Allowance 1 & 2 and Additional Meter reader (Semi-skilled) & Additional Supervisor (Skilled) – as & when requirement basis are indicative only, same will be decided on sole description of TPSODL Management based on time to time assessment. This is not a part of standard wages nor applicable as of now.
6. The bidder must fill each column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
7. No cutting / overwriting in the prices is permissible.

Sr. No.	Description	Proposed Wages	
		Semi Skilled per month per manpower	Skilled per month per manpower
1	Minimum wages	10010.00	11310.00
2	EPF@13% of minimum wages (up to limit of Rs. 15,000) as per provision of Provident Fund & miscellaneous provision act	1301.30	1470.30
3	Bonus (8.33% on minimum wages as per provision of payment of bonus act)	833.83	942.12
4	Leave 5.77% on minimum wages	577.58	652.59
5	Contribution for Labour Welfare Fund.	3.33	3.33
6	National Hoiliday	128.33	145.00
7	Sub Total (A) (Sr. No 1 to Sr. No. 5)	12854.37	14523.34
8	ESI @0.75% as per provision of ESI act (Employee Share) on Gross		
9	ESI @3.25% as per provision of ESI act (Employer Share) on Gross	325.33	367.58
10	Total (B) (Sr. No 6 to Sr. No. 8)	13179.70	14890.92

NB: Minimum Wage has been enhanced @ Rs. 12/- per day per resources w.e.f. 01.04.2023. Vide No. 2500 / LC, Bhubaneswar Dated. 05.04.2023. Accordingly amount has been rectified.

CIRCLE	Division	Sub-Division	Section name	Area in Sq-Km	Consumer count per Sq-Km	Section Type	Total Live/TD Consumers	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
ASKA	AED ASKA-I	ASKA	ESO ASKA-1	6	1050	URBAN+RURAL	6534	3	1	2,178
ASKA	AED ASKA-I	ASKA	ESO BALISIRA	95	152	RURAL	14418	6		2,403
ASKA	AED ASKA-I	ASKA	ESO DHARAKOTE	202	103	RURAL	20844	8		2,606
ASKA	AED ASKA-I	NUAGAON	ESO NUAGAM-I	90	127	RURAL	11377	5	1	2,275
ASKA	AED ASKA-I	NUAGAON	ESO NUAGAM-II	90	102	RURAL	9126	3		3,042
ASKA	AED ASKA-II	BUGUDA	ESO BALIPADAR	58	183	RURAL	10602	5	1	2,120
ASKA	AED ASKA-II	BUGUDA	ESO BUGUDA	344	65	RURAL	22445	9		2,494
ASKA	AED ASKA-II	K S NAGAR	ESO BUDHAAMBA	7	2202	RURAL	14935	6	1	2,489
ASKA	AED ASKA-II	K S NAGAR	ESO K S NAGAR	57	278	RURAL	15788	7		2,255
ASKA	GSED DIGAPAHANDI	CHIKITI	ESO CHIKITI	154	98	URBAN+RURAL	14971	5	1	2,994
ASKA	GSED DIGAPAHANDI	CHIKITI	ESO NUAPADA	71	83	RURAL	5909	2		2,955
ASKA	GSED DIGAPAHANDI	CHIKITI	ESO PATRAPUR	235	78	RURAL	18353	8		2,294
ASKA	GSED DIGAPAHANDI	CHIKITI	ESO SURANGI	204	49	RURAL	10066	4		2,517
ASKA	GSED DIGAPAHANDI	DIGAPAHANDI	ESO BOMAKEI	137	79	RURAL	10734	4	1	2,684
ASKA	GSED DIGAPAHANDI	DIGAPAHANDI	ESO DIGAPAHANDI	193	124	URBAN+RURAL	23979	9		2,664
ASKA	GSED DIGAPAHANDI	DIGAPAHANDI	ESO PUDAMARI	299	77	RURAL	23026	10		2,303
BERHAMPUR	GANJAM NORTH	CHATRAPUR	ESO CHATRAPUR-I	87	225	URBAN+RURAL	19715	7	1	2,816
BERHAMPUR	GANJAM NORTH	CHATRAPUR	ESO CHATRAPUR-II	92	179	RURAL	16391	6		2,732
BERHAMPUR	GANJAM NORTH	KHALLIKOTE	ESO KESHPUR	94	146	RURAL	13657	6	1	2,276
BERHAMPUR	GANJAM NORTH	KHALLIKOTE	ESO KHALLIKOTE	133	143	RURAL	19063	8		2,383
BERHAMPUR	GANJAM NORTH	RAMBHA	ESO GANJAM	193	102	RURAL	19638	8	1	2,455
BERHAMPUR	GANJAM NORTH	RAMBHA	ESO MALUD	276	40	RURAL	10945	6		1,824
BERHAMPUR	GANJAM NORTH	RAMBHA	ESO RAMBHA	76	130	RURAL	9858	4		2,465
BERHAMPUR	HED HINJILICUT	HINJILICUT	ESO HINJILICUT	33	452	URBAN+RURAL	15044	5	1	3,009
BERHAMPUR	HED HINJILICUT	HINJILICUT	ESO KANCHURU	132	144	RURAL	18940	8		2,368
BERHAMPUR	HED HINJILICUT	HINJILICUT	ESO PITALA	52	152	RURAL	7844	3		2,615
BERHAMPUR	HED HINJILICUT	SHERAGADA	ESO KONKARADA	42	232	RURAL	9738	4	1	2,435
BERHAMPUR	HED HINJILICUT	SHERAGADA	ESO PATTAPUR	133	125	RURAL	16659	6		2,777
BERHAMPUR	HED HINJILICUT	SHERAGADA	ESO SHERAGADA	157	126	RURAL	19855	8		2,482
BERHAMPUR	PSED PURUSOTTAMPUR	KODALA	ESO BEGUNIPADA	180	121	RURAL	21715	8	1	2,714
BERHAMPUR	PSED PURUSOTTAMPUR	KODALA	ESO KODALA	109	136	URBAN+RURAL	14762	6		2,460
BERHAMPUR	PSED PURUSOTTAMPUR	P S PUR	ESO P S PUR	153	187	RURAL	28587	11	1	2,599
BERHAMPUR	PSED PURUSOTTAMPUR	P S PUR	ESO TARATARINI	74	188	RURAL	14019	6		2,337
BERHAMPUR	PSED PURUSOTTAMPUR	POLASARA	ESO CHIRIKIPADA	239	81	RURAL	19410	8	1	2,426
BERHAMPUR	PSED PURUSOTTAMPUR	POLASARA	ESO POLOSARA	58	279	URBAN+RURAL	16165	6		2,694

CIRCLE	Division	Sub-Division	Section name	Area in Sq-Km	Consumer count per Sq-Km	Section Type	Total Live/TD Consumers	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
BHANJANAGAR	BNED BHANJANAGAR	BELAGUNTHA	ESO BELAGUNTHA	490	30	URBAN+RURAL	14757	6	1	2,460
BHANJANAGAR	BNED BHANJANAGAR	BELAGUNTHA	ESO J N PRASAD	366	72	URBAN+RURAL	26453	12		2,204
BHANJANAGAR	BNED BHANJANAGAR	BHANJANAGAR-I	ESO BHEJIPUT	6	1154	URBAN	7178	3	1	2,393
BHANJANAGAR	BNED BHANJANAGAR	BHANJANAGAR-I	ESO E S O-I	3	1782	URBAN	5005	2		2,503
BHANJANAGAR	BNED BHANJANAGAR	BHANJANAGAR-I	ESO TILISINGI	466	36	RURAL+HILLY	16911	9		1,879
BHANJANAGAR	BNED BHANJANAGAR	BHANJANAGAR-II	ESO E S O-II	490	31	RURAL+HILLY	15216	8	1	1,902
BHANJANAGAR	BNED BHANJANAGAR	BHANJANAGAR-II	ESO K B PUR	69	106	RURAL	7271	3		2,424
BHANJANAGAR	BNED BHANJANAGAR	BHANJANAGAR-II	ESO KANTEIPALLY	115	109	RURAL	12540	6		2,090
BHANJANAGAR	BNED BHANJANAGAR	SORODA	ESO BADAGADA	491	29	RURAL+HILLY	14424	8	1	1,803
BHANJANAGAR	BNED BHANJANAGAR	SORODA	ESO SORODA	427	41	URBAN+RURAL	17584	8		2,198
BHANJANAGAR	BoED BOUDH	BOUDH	ESO BOUDH	260	69	URBAN+RURAL	18061	12		1,505
BHANJANAGAR	BoED BOUDH	BOUDH	ESO PURUNAKATAK	976	22	RURAL+HILLY	21380	15	1	1,425
BHANJANAGAR	BoED BOUDH	MANAMUNDA	ESO BAUNSUNI	765	30	RURAL	22887	15		1,526
BHANJANAGAR	BoED BOUDH	MANAMUNDA	ESO MANAMUNDA	988	31	RURAL+HILLY	30985	23	1	1,347
BHANJANAGAR	PED PHULBANI	BALLIGUDA	ESO BALLIGUDA	1,108	23	URBAN+RURAL	25994	17	1	1,529
BHANJANAGAR	PED PHULBANI	BALLIGUDA	ESO DARINGIBADI	1,452	15	HILLY	22476	14	1	1,605
BHANJANAGAR	PED PHULBANI	BALLIGUDA	ESO TUMUDIBANDHA	1,560	12	HILLY	18857	16	1	1,179
BHANJANAGAR	PED PHULBANI	G.UDAYAGIRI	ESO G.UDAYAGIRI	307	45	URBAN+RURAL	13933	8	1	1,742
BHANJANAGAR	PED PHULBANI	G.UDAYAGIRI	ESO RAIKIA	757	25	HILLY	18742	11	1	1,704
BHANJANAGAR	PED PHULBANI	G.UDAYAGIRI	ESO TIKABALI	677	22	RURAL	14804	9	1	1,645
BHANJANAGAR	PED PHULBANI	PHULBANI	ESO KHAJURIPADA	551	17	RURAL	9350	6	1	1,558
BHANJANAGAR	PED PHULBANI	PHULBANI	ESO PHIRINGAI	1,626	16	HILLY	26434	17	1	1,555
BHANJANAGAR	PED PHULBANI	PHULBANI	ESO PHULBANI	11	1080	URBAN	12194	6	1	2,032
CITY	BERHAMPUR-I	BIJIPUR	ESO BIJIPUR	2	6656	URBAN	11392	5	1	2,278
CITY	BERHAMPUR-I	BIJIPUR	ESO LANJIPALLI	8	2000	URBAN	16833	6		2,806
CITY	BERHAMPUR-I	GOPALPUR	ESO GOPALPUR	35	255	RURAL	8948	3	1	2,983
CITY	BERHAMPUR-I	GOPALPUR	ESO HEAD QUARTER	45	248	RURAL	11047	4		2,762
CITY	BERHAMPUR-I	GOPALPUR	ESO UNIVERSITY	45	264	RURAL	11828	4		2,957
CITY	BERHAMPUR-I	SUB.DIV.NO-2	ESO AMBAPUA	5	2330	URBAN	11998	4	1	3,000
CITY	BERHAMPUR-I	SUB.DIV.NO-2	ESO MEDICAL	3	4212	URBAN	12733	5		2,547
CITY	BERHAMPUR-II	SUB.DIVISION NO-1	ESO E.S.O.NO.1	2	6384	URBAN	13363	5	1	2,673
CITY	BERHAMPUR-II	SUB.DIVISION NO-1	ESO E.S.O.NO.2	2	6562	URBAN	16317	6		2,720
CITY	BERHAMPUR-II	SUB.DIVISION NO-1	ESO E.S.O.NO.3	2	7798	URBAN	14577	5		2,915
CITY	BERHAMPUR-II	SUB.DIVISION NO-3	ESO G.NUAGAM-2	2	4928	URBAN	12150	4	1	3,038
CITY	BERHAMPUR-II	SUB.DIVISION NO-3	ESO GANDHINAGAR	2	4136	URBAN	10000	4		2,500
CITY	BERHAMPUR-III	KANISI	ESO GOLANTHARA	36	311	RURAL	11052	4	1	2,763
CITY	BERHAMPUR-III	KANISI	ESO JAGAPUR	70	184	RURAL	12834	5		2,567
CITY	BERHAMPUR-III	KANISI	ESO KANISI	96	173	RURAL	16674	7		2,382
CITY	BERHAMPUR-III	SUB.DIVISION NO-4	ESO KUKUDAKHANDI	20	378	RURAL	7438	3	1	2,479
CITY	BERHAMPUR-III	SUB.DIVISION NO-4	ESO LATHI	172	78	RURAL	13432	5		2,686
CITY	BERHAMPUR-III	SUB.DIVISION NO-4	ESO LUCHAPADA	43	353	RURAL	15279	6		2,547

CIRCLE	Division	Sub-Division	Section name	Area in Sq-Km	Consumer count per Sq-Km	Section Type	Total Live/TD Consumers	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
JEYPORE	JED JEYPORE	BORIGUMA	ESO B.SINGIPUR	364	38	HILLY	13987	9	1	1,554
JEYPORE	JED JEYPORE	BORIGUMA	ESO BORIGUMA	434	53	RURAL	22852	11	1	2,077
JEYPORE	JED JEYPORE	BORIGUMA	ESO KOTPAD	462	48	URBAN+RURAL	22203	11		2,018
JEYPORE	JED JEYPORE	JEYPORE SDO-I	ESO BAIPARIGUDA	1,161	17	RURAL+HILLY	20176	11	1	1,834
JEYPORE	JED JEYPORE	JEYPORE SDO-I	ESO JYP NO.2	891	20	RURAL+HILLY	18209	10	1	1,821
JEYPORE	JED JEYPORE	JEYPORE SDO-I	ESO JYP NO.3	52	363	URBAN	18894	9	1	2,099
JEYPORE	JED JEYPORE	JEYPORE SDO-II	ESO JYP NO.1	7	1416	URBAN	10195	5	1	2,039
JEYPORE	JED JEYPORE	JEYPORE SDO-II	ESO KUNDRA	332	33	RURAL	10954	6		1,826
JEYPORE	JED JEYPORE	JEYPORE SDO-II	ESO RANDHAPALLI	161	59	RURAL	9410	6	1	1,568
JEYPORE	KED KORAPUT	KORAPUT	ESO KORAPUT SEC-I	24	544	URBAN	13068	8	1	1,634
JEYPORE	KED KORAPUT	KORAPUT	ESO KORAPUT SEC-II	436	31	RURAL	13410	9	1	1,490
JEYPORE	KED KORAPUT	LAXMIPUR	ESO BANDHUGAON	963	16	RURAL+HILLY	15258	12	1	1,272
JEYPORE	KED KORAPUT	LAXMIPUR	ESO KAKIRIGUMA	927	19	RURAL+HILLY	17460	12	1	1,455
JEYPORE	KED KORAPUT	LAXMIPUR	ESO LAXMIPUR	329	23	RURAL	7613	7	1	1,088
JEYPORE	KED KORAPUT	SUNABEDA	ESO NANDAPUR	938	26	HILLY	24206	16	1	1,513
JEYPORE	KED KORAPUT	SUNABEDA	ESO PATTANGI	465	27	RURAL+HILLY	12501	9	1	1,389
JEYPORE	KED KORAPUT	SUNABEDA	ESO SIMILIGUDA	585	32	RURAL+HILLY	18559	12	1	1,547
JEYPORE	KED KORAPUT	SUNABEDA	ESO SUNABEDA	95	127	URBAN	11992	8	1	1,499
JEYPORE	MED MALKANAGIRI	BALIMELA	ESO BALIMELA	2,143	17	HILLY	35715	23	2	1,553
JEYPORE	MED MALKANAGIRI	BALIMELA	ESO MATHILI	863	23	HILLY	19880	15	1	1,325
JEYPORE	MED MALKANAGIRI	MALKANGIRI	ESO KALIMELA	1,805	19	RURAL	35052	24	2	1,461
JEYPORE	MED MALKANAGIRI	MALKANGIRI	ESO MALKANGIRI	829	39	URBAN+RURAL	32684	21	1	1,556
JEYPORE	NED NABARANGAPUR	NAWARANGPUR	ESO NABARANGAPUR	24	526	URBAN+RURAL	12656	9	1	1,406
JEYPORE	NED NABARANGAPUR	NAWARANGPUR	ESO NABARANGPUR RURA	352	68	RURAL	23754	16	1	1,485
JEYPORE	NED NABARANGAPUR	NAWARANGPUR	ESO T KHUNTI	323	69	RURAL	22255	16	1	1,391
JEYPORE	NED NABARANGAPUR	PAPADAHANDI	ESO DABUGAON	559	34	RURAL	19217	14	1	1,373
JEYPORE	NED NABARANGAPUR	PAPADAHANDI	ESO KOSAGUMUDA	492	56	RURAL	27454	24	1	1,144
JEYPORE	NED NABARANGAPUR	PAPADAHANDI	ESO PAPADAHANDI	610	45	RURAL	27559	24	1	1,148
JEYPORE	NED NABARANGAPUR	UMARKOT	ESO CHANDAHANDI	406	36	RURAL	14545	14	1	1,039
JEYPORE	NED NABARANGAPUR	UMARKOT	ESO JHARIGAM	582	33	RURAL	19147	16	1	1,197
JEYPORE	NED NABARANGAPUR	UMARKOT	ESO RAIGHAR	1,083	30	RURAL	32530	29	1	1,122
JEYPORE	NED NABARANGAPUR	UMARKOT	ESO UMERKOTE	752	63	RURAL	47367	33	2	1,435

CIRCLE	Division	Sub-Division	Section name	Area in Sq-Km	Consumer count per Sq-Km	Section Type	Total Live/TD Consumers	Total Meter Reader's required	Total Supervisor's Required	Average per Meter Reader Spot Billing Count
RAYAGADA	GED GUNUPUR	GUMUDA	ESO GUDARI	618	19	RURAL+HILLY	11852	8	1	1,482
RAYAGADA	GED GUNUPUR	GUMUDA	ESO GUMUDA	145	53	RURAL+HILLY	7688	5	1	1,538
RAYAGADA	GED GUNUPUR	GUMUDA	ESO PADMAPUR	510	34	RURAL+HILLY	17149	10		1,715
RAYAGADA	GED GUNUPUR	GUMUDA	ESO RAMNAGUDA	467	22	RURAL+HILLY	10430	6		1,738
RAYAGADA	GED GUNUPUR	GUNUPUR	ESO GUNUPUR	42	298	URBAN+RURAL	12605	7		1
RAYAGADA	GED GUNUPUR	GUNUPUR	ESO GUNUPUR RURAL	427	28	RURAL+HILLY	12039	6	1	2,007
RAYAGADA	PKED PARLAKHEMUNDI	KASINAGAR	ESO GUMMA	420	37	HILLY	15500	9	1	1,722
RAYAGADA	PKED PARLAKHEMUNDI	KASINAGAR	ESO KASINAGAR	260	63	RURAL	16377	8	1	2,047
RAYAGADA	PKED PARLAKHEMUNDI	MOHANA	ESO ADABA	837	11	HILLY	9312	5	1	1,862
RAYAGADA	PKED PARLAKHEMUNDI	MOHANA	ESO CHANDRAGIRI	515	22	HILLY	11527	6	1	1,921
RAYAGADA	PKED PARLAKHEMUNDI	MOHANA	ESO MOHANA	342	23	HILLY	7715	5		1,543
RAYAGADA	PKED PARLAKHEMUNDI	PARLAKHEMUNDI	ESO PARLAKHEMUNDI	13	1011	URBAN	12823	5	1	2,565
RAYAGADA	PKED PARLAKHEMUNDI	PARLAKHEMUNDI	ESO PARLAKHEMUNDI RUF	15	445	RURAL+URBAN	6622	3		2,207
RAYAGADA	PKED PARLAKHEMUNDI	R.UDAYGIRI	ESO KHAJURIPADA-I	186	38	HILLY	7131	4	1	1,783
RAYAGADA	PKED PARLAKHEMUNDI	R.UDAYGIRI	ESO R.UDAYGIRI	630	22	HILLY	14081	8		1,760
RAYAGADA	PKED PARLAKHEMUNDI	UPPALADA	ESO GARABANDHA	115	67	RURAL	7731	3	1	2,577
RAYAGADA	PKED PARLAKHEMUNDI	UPPALADA	ESO RAIGADA	616	26	HILLY	15892	9	1	1,766
RAYAGADA	PKED PARLAKHEMUNDI	UPPALADA	ESO UPALADA	107	106	RURAL	11372	6		1,895
RAYAGADA	RED RAYAGADA	BISSAM CUTTACK	ESO BISSAM CTC	531	35	RURAL	18584	10	1	1,858
RAYAGADA	RED RAYAGADA	BISSAM CUTTACK	ESO MUNIGUDA	1,262	23	HILLY	28545	18		1,586
RAYAGADA	RED RAYAGADA	RAYAGADA	ESO J.K.PUR	330	53	RURAL+HILLY	17386	11	1	1,581
RAYAGADA	RED RAYAGADA	RAYAGADA	ESO RAYAGADA RURAL	511	19	RURAL	9484	6		1,581
RAYAGADA	RED RAYAGADA	RAYAGADA	ESO RAYAGADA-1	11	745	URBAN	8254	5		1,651
RAYAGADA	RED RAYAGADA	RAYAGADA	ESO RAYAGADA-2	12	1720	URBAN	20114	10		2,011
RAYAGADA	RED RAYAGADA	THERUBALLI	ESO KASIPUR	1,247	24	HILLY	29464	17	1	1,733
RAYAGADA	RED RAYAGADA	THERUBALLI	ESO SIKARPAI	713	24	RURAL	16806	10		1,681
RAYAGADA	RED RAYAGADA	THERUBALLI	ESO THERUBALI	220	24	RURAL	5309	3		1,770
Grand Total				49,652	44		2178997	1189	83	1,833

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007****Annexure VII****Scope of Work & Service Level Agreement****Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, Three Phase Meter Reading and Disconnection Notice Delivery**

The document comprises Scope of Work & Service Level Agreement for the Meter Reading - Optical Character Recognition (OCR) Based, Spot Billing, Spot Bill Printing & Bill Distribution. The scope of work consists of OCR Based Meter Reading Cum Spot Billing, Bill printing, Bill Distribution and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) while using Internet based & GPS enabled smart mobile phones (5G/4G) and impact printers. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPSODL.

1. The scope of work includes the following:

- a) The Business Associate(s) have to procure adequate no. of smart mobile phones (5G/4G), Power Bank with minimum (10000mAh) and Bluetooth printer along with stationery for bill printing as per requirement of TPSODL. The minimum specification of Phone, Printer & Paper Roll is annexed under the heading of Android Device, Printer & Paper Roll Minimum Configuration (Annexure-II).
- b) Mobile phones should have enough storage space to store historical & current consumer, metering, billing data for the entire day and also have enough battery backup for up to 12hours.
- c) The Business Associate(s) shall preferably use 2 SIM cards of 2 separate service providers with wider coverage of connectivity. TPSODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing data to the TPSODL intermediate servers.
- d) Smart mobile phone shall have preloaded billing data/previous billing and/or data fetched on real time basis from Spot Billing Apk. The meter reader shall scan the current Meter reading through OCR Scanner to enable Spot Billing Apk to calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPSODL's authorized format for Energy Bill.
- e) The device should be Internet based (5G/4G) and GPS enabled to identify reading / billing location, remote transfer of billing data and side by side to track the location of meter reader on real time basis for monitoring purpose.
- f) The Business Associate should provide an independent IT based GPS tracking system, integrated with the TPSODL Billing application for online real-time monitoring/tracking of the meter reader.
- g) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible

*Property of TPCOD/TPSODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPSODL/TPSODL/TPWODL*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

and the impression should last for at-least 6 months from the date of printing. Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by TPSODL).

- h) The Business Associate(s) shall deploy section wise specified number of Meter Readers & Sub-Division Wise Supervisors as mentioned in Annexure, however, TPSODL reserves the right to increase or reduce this count based on its assessment, whenever required.
- i) Meter Readers & Supervisors deployed by Business Associate shall be paid Minimum wages, in Semi-Skilled & Skilled Category, respectively. Non-Achievement/Over-Achievement of monthly Targets will attract Penalty/Incentive for Meter Reader, Supervisor & Business Associate(s) as indicated in Annexure.
- j) TPSODL reserves the right to disqualify any Bidder, if bid price does not meet the minimum/realistic Supervision cost. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll, Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.
- k) Average per meter reader spot Billing count is indicative only. Actual count can defer based on different factors. Women Self-help Group (WSHG) may be deployed in any section/area if decided by the TPSODL Management/EIC, similarly Business Associate may be handed over specific new area if required so by the TPSODL.
- l) Section has been defined as Urban / Semi-Urban / Rural / Remote Rural based on majority of Consumers falling in a particular category & consumer density per Square Kilometer. However, Chief- Commercial / Head-Meter Reading & Billing can decide to define/redefine any Section / Part of the Section (like Binder) from one section category to another based on the recommendations of the EIC along with support data. Similarly, a complete Section can also be redefine from one Category to other Category based on EIC recommendation.
- m) Section wise Consumer count and per Meter Reader, wise monthly billing target number is illustrative and actual count may differ depending upon the Area / Binder. There may be different minimum billing target for different Meter Readers based on Geography / Difficulty level / Binder structure etc.
- n) TPSODL reserve the right to increase / reduce no. of Meter Reader and supervisor based on the requirement. Supervision Charges on per BA employee shall either increase / reduce accordingly. BA can claim wages plus other allowances and supervision charges on the no. of BA employees worked during the month. In case of employees not worked for full month, then proration to be done.
- o) Stabilization Period two months from the date of award of Contracts. Penalty should be imposed from the third month but incentive from the first month.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Engineer In charge of the Contract (EIC), (Executive Engineer of the Division shall be the

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

EIC under this contract), may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding Meter Reading, Spot Billing, bill printing and Bill Distribution activity will lie with EIC & same shall be final & binding to both parties.

Count of consumers are also attached for reference in attachment with tender enquiry (Refer Annexure)

This shall be a two-part Bidding and is being done Division wise:

Part-1. Fixed Component: Cost of Section Wise Number of Meter Reader & Supervisor's with their Minimum Wages + Mobile data Allowances + Hardship Allowances + Incentive/Penalty.

Part-2. Variable Component: Cost of Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark), Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.

Supervision charges shall be computed considering all the heads indicated against variable component. The same shall be quoted in Schedule of Quantity & prices as percentage (%) of fixed component for the purpose of bidding.

The overall period of the contract shall be for a period of 3 (three) years. The contract value shall however initially be placed for a period of one year only. TPSODL at it's discretion reserves the right to extend the contract on a year to year basis for a period of further 1 years as per the agreed rates.

1. The Bidder is required to submit Division-wise Price Bid for each Division of all 5 circles, as interested, in the attached format as per Price Bid (Annexure). Under normal scenario, one Bidder shall not be allocated more than two Divisions / Cluster, in any case, after outcome of technical and Commercial Bid Evaluation, however, TPSODL shall reserve the right to decide the no. of Division / Cluster and allocation of the particular Divisions to a respective BA while awarding the Contract.
2. Immediately after awarding of the contract, Business Associate(s) should submit in writing a detailed execution and resource deployment plan to TPSODL within 7 days of awarding LOI/RC.
3. Training of all BA employees is an important activity & is mandatory prior to their deployment. Business Associate(s) will organize training of manpower (All Types) once in a Month. All the new manpower inducted shall be given 5 days of mandatory Technical/Functional/Customer Behavioral training by the Business Associate about the field activities pertaining to Meter Reading & Billing including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPSODL and implemented in the presence of TPSODL representative. Failure of this will invoke penalty of 1% of Supervision Charges per month.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPSODL. Meter Reader & Supervisor's recruitment by BA shall be done after their interaction and concurrence by EIC.
5. The Business Associate shall submit documents of Meter Reader & Supervisors to TPSODL BA-Cell for issuance of Identity Card (I-Card) within 7 Days of LOI/RC. Further, in case of misuse of I-Card, any loss/damage/expenses borne by TPSODL shall be recovered from the Business Associate(s). No BA employee shall go to site without a valid I-card.
6. The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers under it. The dress code will be specified after due consultation with the EIC.
7. TPSODL reserves the right to make changes to the scope of work with a view to optimize the overall cost of TPSODL. The BA shall fully cooperate with TPSODL in making such changes with an aim for overall cost optimization.
8. In case, a mutual consensus on the rates and other terms and conditions is not reached between TPSODL and the BA, TPSODL reserves the right to terminate the contract by giving 15 Days' notice period and allocating the same to any other BA as deemed fit by TPSODL to maintain uninterrupted operations at site.
9. If the work entrusted is not proper and to the satisfaction of TPSODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the EIC (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 notice.
10. On daily basis, meter readers are required to report to the concerned TL MBC/Section Manager/Section Commercial officer for daily allocation of meter reading related work.
11. Supervisor shall report to the SDO/TL MBC/ HoG-Commercial/any other official as designated by TPSODL from time to time. Division Coordinator shall co-ordinate with the concerned Section Manager/Section Commercial officer/ TL MBC/ HoG-Commercial and the Supervisors/Meter readers for ensuring achievement of the daily performance targets/providing necessary administrative and logistic support. Division Coordinator shall also co-ordinate with the Business Associate for ensuring availability of the required number of meter readers at all times.
12. BA shall serve a 15 days' notice & terminate the Meter Reader and/or Supervisor on Non-achievement of Billing Coverage, Actual Billing, OCR Billing & Provisional Billing targets. If Meter Reader's/Supervisor's Billing coverage is less than 90% continuously for 2 Months, then he shall be terminated by BA after serving him a 15 days' Notice period. Similarly, Meter Readers and/or Supervisor(s) shall be terminated by BA after 15 days' Notice if their Billing Coverage is less than 80% in any month without any valid reason. (Elaborated details for Penalty & Incentive including Retention Amount may be referred in Annexure 3). However, Chief Commercial shall be the final authority to decide in case of any representation or facts are produced by any meter reader / supervisor, justifying his claim or low performance.
13. Parallel Employment by meter reader or supervisor (other than Meter Reading/Supervision under this contract) shall not be allowed and if anyone found violating shall be punished leading to Termination of the service immediately.
14. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
15. Unless communicated by TPSODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

16. TPSODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
17. Meter Reading, Spot Billing and Bill Distribution activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Meter Reader may also be asked to do meter reading, bill distribution, special site verification, Special letter delivery & Disconnection notice delivery of 3-phase/1PH consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPSODL.
18. Business Associate(s) shall ensure 100% OCR Based Scanning capturing the meter no. and meter reading (reading parameters as per Single-phase/3-Phase meters- Both TOD & Non-TOD). In case of Timed out / Non OCR cases, clear & legible Photo showing the meter no. and meter reading in the same frame. MDI KW reading is to be captured in all cases, without fail. Failure to comply with the above mentioned conditions, shall attract penalty (Refer to Annexure 3- Penalty & Incentive).
19. The meter reading, bill generation and bill distribution shall be conducted sequentially in optimized routes as per Walking Sequence/MRU. The vendor shall prepare Walking Sequence/Binder/MRU Wise Route Map for LT consumers. This route map shall be uploaded in the Billing System and Meter Reader shall sync in with the help of hand held mobile device to ensure MRU wise billing.
20. Any new connection / addition shall be promptly updated in the existing walking sequence data base by BA and actual reading carried out for the same.
21. Physical Bill distribution with acknowledgement for Special cases of Spot-bill and Non Spot-bill (3PH/HT/EHT) consumers.
22. 2% Check meter reading of the total billed Consumers to be carried out by the Supervisor.
23. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, bill distributor associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPSODL. Verification of the employee will be as per the directions & norms of the TPSODL.
24. Business Associate(s) shall ensure OCR Based Meter Reading, Spot Billing and Bill Distribution of consumers within stipulated time schedule as specified by TPSODL.
25. Meter-reading and billing work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level, shall attract penalty (Refer Annexure)
26. Meter reading and bill distribution activity is to be undertaken on Monthly basis, or, as decided by TPSODL depending upon the urban & rural geography of the area.
27. Meter Readers and Bill distributors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). It is mandatory to submit fitness certificate before employing the meter reader & supervisor. Yearly fitness certificate for each BA employee to be ensured through a Govt. authorized center.
28. In case of termination of any employee by Business Associate(s), the same shall be informed to TPSODL, specifying the reasons for termination.
29. Provision has to be made by the Business Associate(s) that meter reader does not switch off the GPS, data connection and use any other application, internet other than the spot billing

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

application as prescribed by TPSODL. The Business associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader.

30. In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (Refer Annexure - Penalty & Incentive) on this account on receipt of the complaint from the customer or TPSODL's staff after due verification by the EIC, whose decision shall be final.
31. In case, the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPSODL database system on time on a daily basis.
32. Meter Readers deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for reading and billing should not be less than 18 years of age.
33. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen (Meter Readers) having minimum qualification of Higher Secondary (Class XII) pass, Division Coordinator/Supervisors/Data Entry (Computer) Operators having minimum qualification of Graduation Degree from a reputed University, having relevant work experience so as to ensure that various jobs are completed within predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Data Entry (Computer) Operators shall have adequate Computer Skills such as MS Excel, MS Word and Power Point, Mail Writing etc. Details of such manpower shall be provided to TPSODL before commencement of the work under this Agreement.
34. The agency shall ensure that one-meter reader will take maximum 150 numbers of reading per day effectively in rural/remote Rural area and 200 numbers of reading per day in urban/Semi Urban area. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
35. Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots and umbrella/ Rain Coat (during rainy season) for all BA Staff.
36. Business Associate(s) shall arrange Permanent Marker, Sponge & spirit & to each Meter Reader for OCR billing.
37. The personnel should be conversant to read write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
38. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
39. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPSODL.
40. Agency shall do Prior Canvassing at site for Meter Reading/Spot Bill before the scheduled Spot Billing date & a future date shall also be intimated to consumers for Billing Purpose.
41. Billing for each month to be aligned with respect of Scheduled Power Outages of the respective Division in consultation with the Section Manager/SCO/TL MBC.
42. Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall not be paid separately to Meter Reader or BA as same is part of scope of work.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

43. House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate.
44. In case of House lock cases detected by the Meter reader in the 1st month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TPSODL at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the locked premises along-with capturing of RRI details. Business Associate(s) shall also share his WhatsApp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and meter no. in one frame from Consumer in case of permanent House Locked/other Provisional reading remarks.
45. After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
46. During the 2nd visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
47. Against balance cases of House Lock, at least 5% 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 TPSODL in every month.
48. 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). However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
49. Against Timed Out / Non OCR cases, at-least 5% 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 TPSODL in every month.
50. Against First Time Faulty / Negative Reading cases, at-least 5% 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 TPSODL in every month.
51. Division Coordinator to carry out Sample Photo Quality Check based on Division-wise daily report circulated for 20 OCR and 80 Non-OCR cases on weekly basis, which shall be duly shared with EIC/TL MBC.
52. Business Associate shall improve the provisional reading cases on month on month basis from the effective date of contract. Failure in reduction of the provisional reading cases shall attract a penalty (Refer Annexure - Penalty & Incentive).
53. The Business Associate(s) shall provide list and provide Site Visit Report (in prescribed format of TPSODL) with sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database, duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database like Soubhagya Consumers & electro-mechanical meters installed at site/meter no. mismatch

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- cases/disconnected – TD in system but live at site) along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
54. In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPSODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPSODL) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.
 55. It is the responsibility of the Business Associate(s) to download/sync in the customer and meter reading data in SBM machines as per the schedule of MRU / walking sequence /DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter reading and billing data shall be uploaded automatically to TPSODL server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TPSODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPSODL office, whichever is nearest or the most convenient.
 56. In case of smart meters, where reading is fetched from MDM, Meter readers to generate SBM bills with auto populated reading and in balance cases, regular SBM billing process to be followed.
 57. It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TPSODL) and inform the Section Commercial officer & TL-MBC for necessary action.
 58. Data sync-in / sync-out to TPSODL system will be on real time/online basis unless otherwise mutually agreed.
 59. In case of average billing (due to defective meter or in case no meter), the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
 60. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing and Bill Distribution due to unavailability of smart mobile phones and Bluetooth printer along with stationery for bill printing.
 61. Business Associates shall keep enough no. of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/damaged.
 62. TPSODL has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.
 63. The software/Apk will be provided by TPSODL for Meter Reading and Spot Billing activities which the business associates should only use and no other software shall be used.
 64. All Employees of Business Associate(s) shall follow TPSODL code of conduct & TPSODL ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

65. Business Associate(s) shall optimize route sequencing/walking sequence to get better productivity and shall keep TPSODL informed of such changes in system. Business Associate(s) shall provide to TPSODL finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TPSODL along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
66. Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead (KVARH) and TOD peak and off peak readings etc. Besides these key parameters the Meter Readers are also expected to match & record SCN No., Meter Sr. No., Supply address, consumer category use, meter make etc. and report TPSODL in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from TPSODL or prior approval by TPSODL from time to time.
67. The business Associate(s) shall extend all reasonable support to TPSODL in a drive for recording any other statutory information required which TPSODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location (such as meter at height, inside the house, non-accessible, obstacle), dirty meter box/meter screen, Air-Conditioners installed at consumer premises etc.
68. Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPSODL to not only correct, update the data base but book, consumer's indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
69. The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TPSODL database within the stipulated time (as decided by TPSODL), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
70. Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given, after checking their validity. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a penalty @ Rs 2/- per mobile number per consumer.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

71. Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
72. Business Associate(s) shall arrange meter reading preferably through collapsible/ fold-able ladder where meter is installed at height. At least a ladder should be available at each location..
73. Business Associate(s) will assist TPSODL to process/liquidate the No Meter cases completely, as per procedure, and as required by TPSODL. Where meter existed earlier at site or as per records of TPSODL, and meter reader finds no meter at site, the Business Associate(s) shall submit to TPSODL such report, or undertake such measures, as per procedure, and as required by TPSODL, within one billing cycles as per process. However, if any cases where connections have become dead/in-active/Not in Billing Net in TPSODL database be given to the Business Associate(s) for checking site condition.
74. Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. Penalty of Rs.100 per case on Supervision charges shall be imposed on such cases if found. Business Associate(s) will read/report all meters in a premises and report cases which were not given in the downloaded data and report these as extra connections not in TPSODL billing system presently or Disconnected/Removed in TPSODL billing system (with reading, correct DT/Binder/MRU, adjoining SC No. and Walking Sequence.) plus assist TPSODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, Business Associate(s) shall be given an incentive of Rs. 250 per such case as per clause (Refer Annexure 3- Penalty & Incentive). At the end of each financial year, BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a penalty of Rs. 500 per such case found by TPSODL.
75. Business Associate(s) shall assist TPSODL and ensure that Consumers complaints regarding Meter Reading, Spot Billing and Bill Distribution are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPSODL.
76. Since the Meter reading, billing and bill distribution depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment including Meter Reading or causing any harassment to the Consumer of TPSODL.
77. Business Associate(s) shall assist TPSODL in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance.
78. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology/process and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

79. If the billing/ mailing address is different than consumer's address of actual connection, then in such cases BA through Meter Readers/Supervisors shall deliver bills to the mailing address well within the due date.
80. Special meter reading cases can be of any division in TPSODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected & Door Locked supported by valid proof like photograph & associated field information etc. in the prescribed SVR format as decided by TPSODL. These cases will be in addition to 1PH Billing Target given for each meter reader and no separate payment/incentive will be provided.
81. The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be required to deliver the disconnection notice separately and / or any informative pamphlets related to TPSODL, for which BA shall collect the printed copies of the disconnection notice along with the defaulters list and / or any informative pamphlets related to TPSODL, from the concerned EIC and give the acknowledgement to the EIC.
82. The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
- Date of service of notice.
 - Name and Detail address of the consumer with father / spouse name
 - Nearest land mark of the premises
 - Adjacent consumer number
 - Mobile number of consumer/Person receiving the notice

3. TERMS & CONDITIONS: -

Company shall reserve the right to change the number of Customers in any division, (if required) considered in the contract / during the contract period.

- Bidder has to fill quotations for all divisions of the Circles mentioned in tender enquiry contract.
- Bidder shall arrange and install adequate No. of desktops/printers/mobiles/cartridges/paper rolls for carrying out the activities listed in scope of work.
- Full Payment for Part 1 - Fixed Component, shall be made within 7 days from the date of SES approval of the BA by the EIC.
- 70% Payment for Part 2 - Variable Component i.e. Supervision Charges, shall be made within 7 days from the date of SES approval of the BA by the EIC.
- Balance 30% of Variable Component i.e. Supervision Charges shall be paid after submission of proof of transfer of wages to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.
- After completing the assigned work in a particular Section the concerned SDO would have the right to utilize the manpower optimally across the various section in same Sub-Division. At regular interval, meter reader shall be swapped across the section within a Sub-Division/ adjacent Sub-Division within same Division and the Supervisor shall be swapped across the Sub- Division within the Division.*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- g. *The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs (Women Self Help Groups) and other factors.*

4. Establishment, Data Compilations and Reports:

- a) Business Associate(s) shall set up adequate no. of office establishments with computers, printers etc. and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- b) Business Associate(s) would have to establish an official set up at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
- c) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- d) Business Associate(s) would engage an experienced Project Manager to report to TPSODL nodal officer for overall monitoring across the allocated divisions.
- e) Business Associate(s) would engage One Division Coordinator for each Division to report to EIC & Minimum 2 Data Entry / Computer Operators for each division.
- f) The Business Associate(s) is also liable to assist TPSODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book/MRU, phone number, route/walking sequence & meter status details etc.
- g) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TPSODL.
- h) The Business Associate(s) will submit meter-reading and billing data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TPSODL & will upload the same in TPSODL system.

Availability: The Meter Reading, Spot Billing and Bill Distribution service is to be available at least 99% of the defined service delivery time. In case of failure, all damages fees will be as per the **penalty defined in Section (Refer Annexure- Penalty & Incentive)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

5. Security of Data

The Meter Reading, Spot Billing and Bill Distribution Business Associate(s) shall ensure the following approach and methodology for data security:

- 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.
- The Business Associate(s) shall maintain adequate data security so that no data of TPSODL can be changed or transferred to anybody without prior approval of TPSODL, failing which it shall attract Penalty as per Penalty clause (Refer **Annexure** - Penalty & Incentive)

Property of TPCOD/TPSODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of TPCOD/TPSODL/TPSODL/TPWODL

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- 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.
- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.
- Securing the relevant infrastructure and integrating with existing TPSODL infrastructure security including network perimeter defenses, server security, and data infrastructure security.
- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

6. Maintenance

- a) **Scheduled Maintenance:** Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPSODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPSODL.
- b) **Emergency Maintenance:** Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPSODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPSODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPSODL.

7. Statutory Requirements:

- a) If any financial irregularity like non-payment of Salary, Incentive, short payment etc. by the Business Associate(s) is noticed, TPSODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.
- b) The personnel engaged by the Business Associate(s) shall be deemed always as their employees however TPSODL is concerned with their engagement conditions and the remuneration which should be minimum wages in semi-skilled category for Meter readers and Skilled for Supervisors. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPSODL at any time and furnish the same to TPSODL before commencing the Contract. All statutory compliances shall be ensured by the Business Associate(s).
- c) Business Associate shall undertake to indemnify the Company against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in BAs employment or to any other person or properties including those of TPSODL, arising due to reasons attributable to any, act, omission of the BA, for the entire period of contract.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- d) TPSODL shall not be responsible, if the Business Associate(s) infringes the laws or statute of Odisha state/India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.

8. Responsibility Matrix:

TPSODL & Business Associate(s) shall have the following responsibilities:

- a) Identify a Core Team of Officers including TL MBC for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- b) The Core Team including TL MBC 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 databases of consumers for past.
- c) Identify appropriate officers including TL MBC to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).
- d) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
- e) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- f) The Business Associate(s) shall open a temporary co -ordination office near corporate office of TPSODL. Submit a Weekly report to the Corporate Billing Team and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- g) The Business Associate(s) will have to furnish the Meter Reading, Spot Billing and Bill Distribution program along with the name of meter-reader prior to starting the reading in a particular designated area by 2nd of each month.
- h) 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-in charge of the Contract.
- i) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
- Number of slippage in schedule – with respect to Meter Reading, Spot Billing and Bill Distribution.
 - Number of errors in recording Meter Reading, Spot Billing and Bill Distribution.
 - Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- j) The Business Associate(s) shall also specify the particulars of personnel deployed by him.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- k) While TPSODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.
- l) The Business Associate(s) have to support TPSODL for organization of necessary camps to improving the billing percentage.
- m) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPSODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- n) On the receipt of written complaint from TPSODL, the Business Associate(s) shall take action against the particular meter reader within a week of receipt of such complaint.
- o) The meter readings along with the meter status, nature of premises, status of the service and condition/status 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.
- p) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- q) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) –**Refer Annexure**.
- r) Meter readings of a consumer shall be taken on the fixed date as specified in schedule/MRU and any deviation of meter reading date will attract penalties.
- s) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- t) Seasonal uniforms along with cap / Rain Coat shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- u) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases of absence of staff in Division Office.
- v) Business Associate(s) shall arrange and help in Redefining of walking sequence as well as Marking of walking sequence for every connection on site through Permanent Marker.
- w) 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.
- x) 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.
- y) TPSODL 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 designated TPSODL’s EIC, penalties would be imposed accordingly as a wrong remark.
- z) During the course of the engagement, TPSODL is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing and Bill Distribution. Moreover, TPSODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.

*Property of TPCOD/TPSODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of
TPCOD/TPSODL/TPSODL/TPWODL*

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- aa) Any additional information related to the Meter Reading, Spot Billing and Bill Distribution required by the TPSODL should be furnished as instructed from to time to time.
- bb) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- cc) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

9. Cross Area Checking

- a. Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TPSODL. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPSODL area and will not be limited to the Division allocated to the Business Associate(s).
- b. The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution Activity.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007****Annexure - Penalty & Incentive:**
(Service Level Agreement)

Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, and Bill Distribution.

1. Penalty on Supervision Charges (SC) of BA:

Billing Coverage of Valid Consumers (%)	Deductions from Supervisory charges ("SC") of BA
99%-100%	Nil
90%-99%	10% of SC
80%- 90%	15% of SC
0- 80%	20% of SC

Note: Penalty shall be levied on Supervision Charges on Business Associate, if Billing Coverage of Valid Consumers in the network (excluding duplicate connections, Ghost consumers, connections not traceable at site etc.) is less than 99% in any month. The BA should ensure that all Duplicate connections, Ghost connections, Connections not found at site etc. shall be reported after every billing cycle. These would be excluded from billing coverage only after necessary verification and confirmation by the Section JE / Commercial Officer.

2. Incentive / Penalty for BA Employees:

Billing Coverage of valid Consumers (%)	Penalty/ Incentive for BA Employees
98%-100%	Incentive of Rs. 200 for every >1%
90%-98%	Two Warning letters and Rs.250 retention for 1% drop from 3rd instance in the year
80%- 90%	Retention of Rs.300/- for every 1% drop (two times)
	Notice on 3rd month for 30 days/till month end.
	At the end of 3rd month - Termination Letter
0- 80%	Retention of Rs.300/- for every 1% drop one time (Subject to a maximum amount of 20% of take home salary)
	Notice on end of 1st month
	At the end of 2nd month - Termination Letter

Note: All Penalties clubbed together cannot be more than 20% of Net / take home Salary of Meter Reader, Supervisor and similarly Maximum Penalty on Supervision charges shall be 30%. Duplicate,

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

Ghost, Connection not found etc. cases shall be excluded from Billing Coverage subject to if data with is provided for such consumer by meter reader/Supervisor.

3. Provisional Billing:

If the Provisional cases are found above certain percentages, then the following penalties will be deducted from Meter Reader, Supervisor & Business Associate(s):

S. No.	% of Provisional Billing	Penalty
1	Up to 3%	Nil
2	3-5%	5% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges
3	>5%	10% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges

4. Other Incentive/Rewards:

Sl No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPSODL billing system presently or Disconnected / Removed in TPSODL billing system not given in downloaded data(with reading, correct DT/Binder, adjoining CA and Walking Sequence.)	Rs. 250 / Case to concerned meter reader through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPSODL Ethics Patrika.
4	Capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer
5	Capturing & reporting of correct E-Mail ID.	Rs. 1/- per case once per consumer

Incentive / Retention for Meter Readers: Incentive of Rs. 200 for Meter Readers to be given on every 1% improvement in OCR billing coverage exceeding 90% in his assigned Section and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 70% in his assigned Section.

Incentive / Retention for Supervisors: Incentive of Rs. 200 for Supervisors to be given on every 1% improvement in OCR billing coverage exceeding 90% in his assigned Sub-division/Area and Retention of Rs. 100 for every 2% drop in OCR billing Coverage below 70% in his assigned Sub-division/Area.

5. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader in each circle/divisions (Parameters being OCR billing and Actual Billing only)

Property of TPCOD/TPSODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of TPCOD/TPSODL/TPSODL/TPWODL

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- c) Best Supervisor in a circle/division
d) Best Division Coordinator in a Circle

6. Other Penalties

Sl No	Condition	Penalty
1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TPSODL prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading.	Up to max. of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10
6	In case of Unethical activity Unethical Activity defined as below; Supress Reading, Offsite Reading (reading entry at the location other than the consumer premises), connivance with consumer, misbehaving with consumer.	Penalty of Rs 3000/- per instance will be deducted from BA supervision charges. Further in case of detection of any unethical act by meter reader/Supervisor, the BA shall immediately remove the concerned person from TPSODL meter reading/supervision work. BA employee shall be black listed from TPSODL and his detail will be shared with other Odisha Discoms Furthermore, any further loss incurred shall be recovered by
7	Non-Submission or unclear Photo	Rs.10/- per case
8	Late Submission of data	5% of the invoices value of the Binder/MRU late submitted per day or Rs. 100/day/binder/MRU whichever is higher (Subject to cap of 30% of total invoice amount per month).
9	Data Security breach	Rs.10000/- for each such incident. TPSODL also keep right to take action as per prevailing laws including contract termination with security amount

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

10	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
11	Wrong/incorrect reporting of the each Mobile	Rs. 2/- per case
12	Late submission/ non submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case
13	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPSODL works and Penalty of four times of the amount embezzled /bribe to the agency.
14	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPSODL..
15	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

- I. Maximum penalty to BA under all clauses above shall be limited to 30% 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.
- II. The Executive Engineer of the concerned Divisional Office / HoG - Meter Reading & Billing / HOG-Commercial 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 – Meter Reading & Billing / Chief-Commercial at Head office for adjudication.
- III. Other penalties shall be deducted from supervision charges, if not mentioned otherwise in specific penalty clause.

TPSODL	TP SOUTHERN ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SERVICES ORDERS	
Rev. No	3	Page 1 of 100

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 2 of 100

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 3 of 100

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 4 of 100

1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 5 of 100

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

The total all inclusive price/value mentioned in the PO/RC of the contract document is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 6 of 100

and shall be subject to adjustment based on actual quantities supplied/actual measurement of work done and accepted and certified by the authorised representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 Contract Document

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

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

3.9 Contract Language

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

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

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

3.10 Reverse Auction

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

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

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

4.0 SCOPE OF WORK

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

The associate shall satisfy himself fully with the details and undertake fully the works as listed in schedule of quantities and conditions, under which the same to be performed. Associate may

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 7 of 100

visit site to equip themselves with all the information required for the execution of work. Unless otherwise stated in the contract, the scope of work shall also include, but not limited to, the following.

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site, storage, preservation, security and handling of the items at workplaces till completion of contract is also in scope of work.

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

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

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

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

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

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

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

4.1 Indemnity

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 8 of 100

any, act, omission of the Associate the Associates, for the entire period of contract including period of guarantee.

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

- Associate shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Associate shall provide the appropriate means for site to site transportation of materials to avoid damage and litter generation.
- Associate shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 9 of 100

- In the event that area of contaminated or biological hazard is identified, Associate shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of TPSODL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.4 Deployment of Work Force

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

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

The material issued to the Associate shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile the

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 10 of 100

material. Any cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits.

4.7 Company's Right To Use Works

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

4.8 Rights of TPSODL to vary the scope work

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

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

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

5.0 PRICES/RATES/TAXES

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

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

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

5.1 Changes in Statutory Tax Structure

If rate of any or all of the statutory taxes and duties applicable to the contract changes, such changes shall be incorporated by default if the changes occur within the contract execution time

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 11 of 100

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

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

6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

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

6.2 Bills & Invoices

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

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

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

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

6.3 Payment & Statutory Deductions

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 12 of 100

under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

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

6.3.1 Statutory Deductions

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

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

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

6.4 Guidelines for Raising Running/ Final Bills

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

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

6.5 Quantity Variation

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

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

Payment shall be made through Cheque or RTGS whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPSODL records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank Account and other details as per annexure J. Further, for any payments made,

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 13 of 100

TPSODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 14 of 100

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

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

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

9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 15 of 100

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

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

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

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

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

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 16 of 100

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

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

9.5 Compliance to Labour Laws

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

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

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

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

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

10.0 QUALITY

10.1 Knowledge of Requirements

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 17 of 100

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

10.2 Adherence to Rules & Regulations

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

10.3 Specifications and Standards

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

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

11.0 SAFETY

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

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

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPSODL may revise this CSMS

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 18 of 100

document as a when required and the revised version shall be applicable on all contracts – current or future.

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

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

12.3 Failure in Guarantee Period (GP)

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

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPSODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPSODL within 7 days of reporting the issue by TPSODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 19 of 100

Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPSODL has the right to levy LD on the entire contract

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 20 of 100

value, subject to a maximum of 10% of the total contract value. Deduction of LD shall be on landed cost i.e. contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPSODL as a proof of deduction/ recovery.

13.1 LD Waiver Request

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

13.2 Material Recovery

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

14.0 ASSIGNMENT OR SUBCONTRACTING

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

In such cases where outsourcing is done by the Associate

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

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

15.0 UNLAWFUL ACTIVITIES

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 21 of 100

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

16.3 Associate's Processes

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPSODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPSODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPSODL under the Contract shall be passed on to the TPSODL. The TPSODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 22 of 100

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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

18.0 INDEMNITY

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

The Associate assumes responsibility for and shall indemnify and save harmless the TPSODL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the TPSODL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 23 of 100

Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPSODL.

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 24 of 100

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

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

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

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TPSODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 25 of 100

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

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

21.2 Suspension for Breach of Contract conditions

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

21.3 Compensation in lieu of Suspension

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

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPSODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 26 of 100

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

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

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

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

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

- a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b. Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPSODL.
- c. The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at TPSODL sites or in transit thereto. However, the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 27 of 100

- d. It shall be open for TPSODL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.
- e. It shall be open to TPSODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

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

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

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

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

22.2 Termination for convenience of Associate

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

22.3 Termination for Convenience of TPSODL

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 28 of 100

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

24.0 Governing laws and jurisdiction

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

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 29 of 100

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

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

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

BA shall be required to purchase the policy immediately post receipt of LOI / Work Order.
- ii. If it is found that the BA employee(s) is/are not covered under the purview of Special Covid Insurance Policy, the concerned BA shall be liable to pay the entire sum of ₹ 5,00,000/-.
- iii. Cost of the Covid Insurance policy shall be borne @50% each by the BA and TPSODL. BA will be reimbursed @50% of the Annual Premium based on the original money receipt and policy copy.
- iv. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order.

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

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

27.0 ERRORS AND OMISSIONS

The Associate shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the TPSODL or not. However, any error in

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 30 of 100

design/drawing arising out of any incorrect data/written information from TPSODL will not be considered as error and omissions on part of the Associate.

28.0 TRANSFER OF TITLES

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

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

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

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

29.0 SUGGESTIONS & FEEDBACK

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

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

30.0 CONTACT POINTS

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

31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Perfoma for Bid Security Bank Guarantee	A
3.	Perfoma for Performance Bank Guarantee (CP cum EP)	B
4.	Perfoma for No Demand Certificate by Associate	C
5.	Perfoma for Indemnification on Statutory Compliance	D
6.	Perfoma For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 31 of 100

8.	Undertaking for competence of workmen	G
9.	Business Associate Feedback Form	H
10.	Acceptance Form For Participation In Reverse Auction Event	I
11.	Form for RTGS Payment	J
12.	Contractor Safety Management System	K
13.	Vendor Appraisal Form	L

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Southern Odisha Distribution Limited

Berhampur

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

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

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

The CONDITIONS of this obligation are:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 32 of 100

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

or

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

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

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 33 of 100

ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

- (a) Format shall be followed in toto
- (b) Claim period of one month must be kept up
- (c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

TP Southern Odisha Distribution Limited

Berhampur

CP cum EP BG No.....

Order/Contract No.....dated.....

1. You have entered into a Contract No _____ Dated _____ with M/s. _____ (hereinafter referred to as "the Vendor") for the _____ work (hereinafter referred to as "the said supply/ erection / civil work") 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 _____% of the value of contract and to be valid till the end of Guarantee period plus one month towards "Contract cum Equipment performance". For this purpose, you have agreed to accept the guarantee.
3. In consideration thereof, we, _____ hereby irrevocably and unconditionally guarantee to pay to you on demand but in any case before the end of five working days from the date of the claim and without demur and without reference to "the Vendor" such amount or amounts not exceeding the sum of Rs. _____ (Rupees _____ only) being _____% (_____ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and "the Vendor" shall have no right to question such judgment.
4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 34 of 100

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 Berhampur branch of the bank. However, in specific scenario, where Treasury Branch of the bank is not available at Berhampur, then any claim / extension under the guarantee can be lodge-able at Bhubaneswar branch of the bank.
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____) only and the guarantee will remain in force up to and including _____ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one months from _____ (expiry date) i.e. on or before _____ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at _____ this _____ day of _____ 200__

Witness

- | | | |
|----|--|--------------------------|
| 1. | | Bank's rubber stamp |
| | | Banks full address |
| 2. | | Designation of Signatory |
| | | Bank official number |

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 35 of 100

ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

(On Company’s Letter head or with Company Seal)

(To be submitted by the Associate to TPSODL Accounts Department at the time of receipt of full and final payment)

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

We, M/s. _____ (Associate) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from TPSODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPSODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPSODL under the said contract / W.O.

Notwithstanding any protest recorded by us in any correspondence, documents, measurement books and / or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this “NO DEMAND CERTIFICATE” in favour of TPSODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Dated

Signature

Place

Name

Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 36 of 100

ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

(To be submitted by the successful Bidder within seven days of award of work)

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

By this confirmation we, _____
(Associate) are formally bound to M/s. TPSODL towards any sum which may be imposed, levied or hereinafter recovered by the Provident Fund Organization under the provisions of the Employees of the Provident Fund and Miscellaneous Provisions Act 1952 in respect of employees employed by us.

We well and truly bind ourselves and our heirs executors administrators and representatives jointly severally and respectively for the above payment only to be paid to M/s. TPSODL.

AND WHEREAS we, _____ (Associate) is making compliance of the Employees Provident Fund and Miscellaneous Provisions Act 1952, have entered into the above written bond for the indemnity to M/s. TPSODL against all losses from the acts or default of the said Associate in respect of compliance of the Provident Fund Act.

Similarly, we hereby confirm that we have complied with all statutory and local laws and nothing is outstanding with regard to Local Sales Tax, Labour Laws, Local Municipal dues, Electricity dues etc. We have entered into the above written bond for the indemnity to M/s. TPSODL against all losses from the acts or default of the said Associate in respect of compliance of the Local Sales Tax Laws, Local Laws, Labour Laws, Local Municipal Dues, Electricity dues etc.

NOW THE CONDITION, of the above written bond is as such that if the Associate during the period of this contract commits any default or fails to make payment of Contributions in respect of his employees to the Employees Provident Fund Organization, he shall indemnify the Principal Employer M/s. TPSODL from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

IN WITNESS to the above written bond we have here to set our hands, with our free consent.

Dated

Signature

**Place
(Company Seal)**

Name Designation

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 37 of 100

ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TP Southern Odisha Distribution Limited,

Berhampur

Sub: Application for issuance of Consolidated TDS Certificate for the FY _____

Dear Sir,

I / we hereby request / authorize you to issue me / us a consolidate TDS Certificate for the financial year _____ against tax deducted at source by you from my / our payments / bills during the said year from time to time under Chapter XVII – B of the Income Tax Act, 1961.

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 38 of 100

ANNEXURE - F

SERVICE LEVEL AGREEMENT

(To be adhered to by Business Associates (BAs) in TPSODL on Human Resource Issues)

1.0 The following shall be adhered to by the Business Associates during his / its association with TPSODL:

Shall Abide by TPSODL Core Values:

- a) **Integrity** – We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.
- b) **Understanding** – We must be caring, show respect, compassion and humanity to our colleagues and customers and always work for the benefit of the communities we serve.
- c) **Excellence** – We must constantly strive to achieve the highest possible standards in our day to day work and in the quality of services we provide.
- d) **Unity** – We must work cohesively with our colleagues across the group and with our customers and partners to build strong relationships based on tolerance, understanding and mutual co-operation.
- e) **Responsibility** – We must continue to be responsible and sensitive to the communities and environments in which we work and always ensuring that what comes from the people; goes back to the people many times over.
- f) **Agility**- We must work in a speedy and responsive manner and be proactive and innovative in our approach.

2.0 The Business Associate / his manager / supervisor who is responsible for managing the project site / performance contract etc. in TPSODL would also ensure adherence of these values by his employees / persons deployed by him in connection with his works undertaken in TPSODL.

3.0 TPSODL is a signatory to the United Nation Global Compact as an integral part of its Governance principles / business. The Business Associates are required to:

- a) Support and respect the protection of human rights and make sure that they are not complicit in human right abuses.
- b) Respect freedom of association and effective recognition of the right to collective bargaining.
- c) Not to resort to any form of forced and compulsory labour.
- d) Shall ensure abolition of child labour in his area of work.
- e) There is no discrimination in respect of employment and occupation in respect of his employees.
- f) Support precautionary approach to environmental challenges.
- g) Promote greater environmental responsibility by himself and his employees in his areas of work.
- h) Deploy and defuse environmental friendly technologies while carrying out the works.
- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 39 of 100

4.0 The Business Associates are required to adhere to all applicable Labour Laws with special reference to the following:

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPSODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7th / 10th day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPSODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPSODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPSODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, while adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
 - a. Clearance for commencement (before start of the work).
 - b. No Objection Certificate (after completion / before final settlement).
 - c. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPSODL from any liabilities under applicable Labour Statutes.
- k) **The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.**

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 40 of 100

- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPSODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encasing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPSODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of TPSODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPSODL business.

5.0 The 'Statutory Compliance Enforcement System' in TPSODL is detailed below for adherence by all concerned. Corporate IR & Welfare Group will be the process owner for implementation of the system with the help of concerned Engineer I/c or Officer I/c.

- a) Statutory Compliance being a professed value in TPSODL Code of Conduct, the concerned Engineer / Officer in charges are requested to adhere to the provisions and advise respective Business Associates in their domain to comply in letter and spirit.
- b) Immediately after issuance of letter of intent, the authorized representative of the Business Associate will report to Corporate IR & Welfare group for completion of statutory requirements.
- c) Normally, the work will be started only after 'Clearance for Commencement of Work (CCW)' is issued by IR & W group to the Business associate. However, in exceptional exigencies in engineer I/c / Officer I/c may direct the Business Associate to start the work and inform IR & W group about the same. Statutory requirements in this case may be completed in parallel.
- d) First monthly bill will be released only after producing CCW to the finance department. Similarly closure of work and final settlement will be affected after issuance of no objection certificate from IR & W group.

6.0 Requirements for 'Clearance for Commencement of Work' (CCW):

- a) Submission of filled up Form 'A' for database (Annexure-1).
- b) Copy of PF Code allocation letter.
- c) Copy of ESI Code allocation letter.
- d) Submission of duly filled up Form IV CL(R&A) act (In case more than or equals to 20 workers during the period of contract).
- e) Submission of duly filled up Form VI A (Notice of Commencement).
- f) Copy of insurance cover note under WC Act 1923 (if applicable).
- g) Copy of Contract Agreement.
- h) Copy of indemnity bond (if applicable).

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 41 of 100

- i) Affidavit with regard to payment of wages through cheque / bank transfer only.

7.0 Requirements during execution of work:

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26th day of every Month).
- c) Copy of ESI Challan (latest by 26th day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPSODL authorities.
- f) Certification of wage disbursement by authorized representative of TPSODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the workplace.

8.0 Requirements for 'No Objection Certificate' (NOC) for closure of work:

- a) Submission of duly filled up Form VI A (Notice of Completion).
- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).
- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.

Enclosure:

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 42 of 100

FORM (A)

[To be submitted by the Business Associate to the Principal Employer within a week from LoA issuance]

A. Details of the Agency

1. Name of Agency :
2. Nature of work :
3. Local Address with Ph. No. :
(With Father's name) :
4. Permanent Address (Full) :
5. PF code no. & Place :
6. ESI Code no. & Place :
7. Name and address of :
Sub-contractor (if any)

B. Details of Work

8. Name of work (as specified in LOI/LOA) :
9. LOI/LOA Nos. & Dates :
10. Period of contract (Specify Dates) :
[Including Extension period, if any] :
11. Work Area [Department / Location] :
12. Name / Cell no. of Officer I/c :
13. Maximum No. of workers and staff to be engaged on any day during the year.
- Supervisory Staff :
- Workers :
14. Do you have any other contract in TPSODL : Yes/No

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 43 of 100

If yes, furnish details:

15. Details of Workmen's compensation Policy, if applicable

Name _____ of _____ Insurance _____ Company _____

Policy No Number of persons covered
 covered Period of coverage: From To

If no, I hereby undertake the liability arising out of Workmen's Compensation Act and Rules made there under.

C. Details of workers to be engaged

No. of Workers

S. No.	Unskilled*	Semi-skilled*	Skilled*	Clerical / Supervisory

*** Number to be indicated**

I/We shall fulfil all obligations arising from and under all relevant law in force from time to time. I/We undertake to keep the TPSODL indemnified against any loss or liability arising out of failure of my / our abiding the relevant laws.

The name of my / our representatives is to enter the TPSODL Premises on my behalf.

Date:

**(Signature of the Business Associate
or his Authorized Representative)**

This Business Associate is / will be engaged in TPSODL.

**(Signature and seal of
Officer I/c of the Work)**

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 44 of 100

Form X

Undertaking

I _____ hereby undertake that all the dues in respect of my employment with M/s _____ for the period of _____ to _____ have been settled and final payments including retrenchment benefit have been made to me in full.

(_____)

Date:

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 45 of 100

Form XI

Undertaking

With reference to the contract job awarded by M/s TP Southern Odisha Distribution Limited to M/s _____ vide work order No. _____ dated _____

I _____ on behalf of

M/s _____ hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to
 - i. wages/ salary
 - ii. PF & ESI, Berhampur Labour Fund
 - iii. All other statutory 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 TPSODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

(_____)
Authorized Signatory

For M/s _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 46 of 100

FORM- VI A

Notice for Commencement /Completion of contract work

I/We, Sh. / M/s _____ (Name and Address of the Contractor) hereby intimate that the contract work _____ (name of work) in establishment of the _____ (name and address of the Principal Employer) for _____ which License No. _____ dated _____ has been issued to me/us by the Licensing Officer _____ (name of the Headquarters), has been commenced / completed with effect from _____ date / on date.

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

Return to be sent by the Contractor to the licensing Officer (in duplicate)

Half -Yearly Ending _____

1. Name and address of the Contractor
2. Name and address of the Establishment
3. Name and address of the Principal Employer
4. Duration of Contract: From _____ to _____
5. No. of days during the half year on which
 - (a) the establishment of the principal employer had worked
 - (b) the contractor's establishment had worked
6. Maximum No. of contract labour employed on any day during the half –year:

Men	Women	Children	Total

7.
 - (i) Daily hours of work and spread over
 - (ii) (a) whether weekly holiday observed and on what day
 - (b) if so, whether it was paid for
 - (iii) No. of man – hours of overtime worked
8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 48 of 100

- (i) Canteen : _____
- (ii) Rest rooms : _____
- (iii) Drinking water : _____
- (iv) Crèches : _____
- (v) First Aid : _____

Signature of contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 49 of 100

ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

With reference to the tender mentioned above, I/We _____,
hereby undertake that the workmen/ employee(s) engaged by M/s
_____ for the job against said tender shall be competent in all
respect, commensurate to the nature of job.

Date:

()

Authorized Signatory

For M/s

Seal

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 50 of 100

ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

With an objective to improve our internal processes and systems, and serve you better, we solicit your valuable feedback & suggestions. It is estimated that it will take about 10 minutes to complete this survey. We assure you that your feedback shall be kept confidential. Please send the duly filled feedback form in the "TPSODL addressed - attached envelop"

You are associated with us as

- OEMs Service Contractor Material Suppliers Material & Manpower Supplier

You are associated with us for

- Less than 1 year More than 1 year but less than 3 years More than 3 years

Your office is located at

- Berhampur Within 200 kms from Berhampur More than 200 kms from Berhampur

Your nearly turnover with TPSODL

- Less than 25 Lacs 25 Lacs to 1 Crore More than 1 Cr.

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

We once again thank you for your participation in this survey. Please spare 10 minutes to give your feedback on following pages (Section A to E)

SECTION - A

(Please √ mark in the relevant box and give your remarks / suggestions / information for our improvement.).

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
1	You receive all relevant queries / tenders from us in timely manner.						
2	We provide you enough lead time to respond to our queries / tenders.						
3	We provide you adequate support (drawings, documents, clarifications, briefing etc.) to enable you meet our requirements.						
4	All following elements of our contract / purchase order are rational:						
4.1	Scope of Work						
4.2	Delivery / Execution Schedule						
4.3	Payment Terms						
4.4	Liquidated Damages						
4.5	Performance Guarantee						
5	Our purchase orders / contracts are simple, specific & easy to understand						
6	TPSODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPSODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPSODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPSODL Engineer-in-Charge						

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
	timely certifies the jobs executed/ material supplied						
11	TPSODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk)* initiative has improved payment disbursement process (under development)						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPSODL never defaults on contractual terms						
15	In TPSODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPSODL Employees follow Ethical behavior						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 53 of 100

SECTION - B

SECTION – B (Please rate the following parameters on a scale of 1 to 5, where 1 - Minimum; 5 - Maximum)

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPSODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	District / Zones						
1.3	Projects/HOG (TS &P)						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPSODL in comparison to your other clients in terms of fairness of treatment and transparency with its Business Associates?						
3	How would you rate TPSODL in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates						
4	How would you rate TPSODL in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates						

SECTION - C

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

S. No.	Parameters	Certainly NO	Probably NO	Probably YES	Certainly YES	Remarks/ Suggestion
1	Based on your experience with TPSODL, would you like to continue your relationship with TPSODL?					
2	If someone asks you about TPSODL, would you talk "positively" about TPSODL?					
3	Would you refer TPSODL name to others in your community, fraternity and society as a professional & dynamic organization?					

SECTION - D

If we ask you to rate us on a scale of 1 to 10, how will you rate TPSODL, that truly represents your overall satisfaction with us (please tick appropriate box) –

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 55 of 100

SECTION – E

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

Please spare your thoughts for TPSODL's improvement in particular areas of weaknesses, particularly relating to some great practices, attitudes that you have seen elsewhere in Indian and International Organizations, which you recommend TPSODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPSODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, 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 TPSODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s & Contracts</i>	
2	<i>Timely response to quarries</i>	
	<i>Timely certification of works executed</i>	
3	<i>Clarity in Specs, drawings, other docs etc.</i>	
	<i>Adequate information provided on website for tender notification, parties qualified etc.</i>	
4	<i>Timely receipt of material at site for execution</i>	
	<i>Performance Guarantee/EMD released in time</i>	
5	<i>Inspection & quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 56 of 100

ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

(To be signed and stamped by the bidder prior to participation in the auction event)

In a bid to make our entire procurement process more fair and transparent, TPSODL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. TPSODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPSODL will make every effort to make the bid process transparent. However, the award decision by TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPSODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPSODL.
6. In case of intranet medium, TPSODL shall provide the infrastructure to bidders. Further, TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by TPSODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPSODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPSODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 58 of 100

:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

We confirm that we will bear the charges, if any, levied by our bank for the credit of NEFT/RTGS amounts in our account. Any change in above furnished information shall be informed to TPSODL well in time at our own. Further, we kept TPSODL indemnified for any loss incurred due to wrong furnishing of above information.

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

We confirm that we are enabled for receiving NEFT/RTGS credits and we further confirm that the account number (specify Bank a/c no.) of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Code of our branch mentioned above are correct.

This also is certified that the above information is correct as per Bank record

(Manager's/ Officers Signature under Bank Stamp)

ANNEXURE - K

CONTRACTOR SAFETY MANAGEMENT SYSTEM

1. OBJECTIVE

The objective of the Contractor Safety Management System is to lay down clear guidelines for all Business Associates (including their associates, staff and agents) which would facilitate them to observe all statutory rules and regulations, comply with applicable standards of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010 & (safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, TPSODL Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

2. SCOPE

All contracts (minor and major) will be subject to the provisions of this document.

Minor Contracts: Contracts which satisfy all the criteria listed under the head “Minor Contracts”.

Major Contracts: Contracts which satisfy any two or more criteria listed under the head “Major Contracts”

Criteria	Minor Contracts	Major Contracts
Value of Contract	< Rs. 1500000/- (less than Rs. Fifteen Lac)	>= Rs. 1500000/- (Equal or more than Rs. Fifteen Lac)
Period	Period less than 1 year	Any period
Working on energized electrical equipment	No	Yes
Working on height (above 1.8 Mtrs from ground)	No	Yes
Work involving construction activity	No	Yes
Working with hazardous goods or chemicals	No	Yes
Work involving danger to general public	No	Yes

Note: Exceptions for major and minor contract are – in house software development, supply of material or equipment but no direct or indirect installation of the same material, administration contracts (courier, water supply, printing, security, transport, etc.), minor civil work like plastering at ground level or flooring, etc. The facility management (housekeeping) contract will always be treated as a minor contract.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 60 of 100

3. INFORMATION REQUIRED AT TIME OF VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

- 3.1 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid / tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.
- 3.2 Business Associate is required to take suitable risk control measures mentioned against the identified Hazards and Risk document provided for all contracts as per *annexure 2*. The primary objective of this is to evaluate the understanding of the BA towards risk mitigation and employment of safe work procedures. BA is required to conduct the Hazard identification and Risk Assessment study as per the procedure and deploy more or other measures if deemed necessary.
- 3.3 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

4. GENERAL SAFETY CONDITIONS REQUIRED TO BE FULFILLED BY BUSINESS ASSOCIATES

The requirements of the contractor safety management system applicable to the minor or major contracts related to various groups are as following –

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
 - 4.2 Distribution Projects – *Annexure 3.2*
 - 4.3 EHV Projects – *Annexure 3.3*
 - 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
 - 4.5 Civil / Generation Projects – *Annexure 3.5*
 - 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AMI, MRG, etc. – *Annex3.6*
 - 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*
1. *Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.*

(Details as per Annexure attached)

Note: *For minor contracts, the BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver all duties and responsibilities of Safety Supervisor as detailed in this document.*

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPSODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the Safety Department of TPSODL before deployment in the field. BA Cell shall recommend the suitability after competency checked by Engineer In-charge and SAFETY group (or his representative) of TPSODL. After getting the clearance from DOSEC, BA cell and receiving temporary I-card issued by TPSODL, Business Associate shall commence the working.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 61 of 100

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPSODL. **BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPSODL work site. BA needs to ensure that Safety representative is available at all points of time; failing which the work being carried out in the interim (period when Safety representative is not available) shall be treated as working under improper supervision and due penal provisions shall be initiated against the BA.** BA will be required to provide all applicable infrastructure and power to ensure smooth working of the safety representative to maintain a sound safety management system. **In all contracts safety representative will not be assigned any other activity at site apart from the works related to safety management. The duties are detailed in clause 5.5 of this document.** TPSODL will be auditing the facilities provided to the BA`s safety team time to time.

The Safety Representative of the BA shall be required to meet and follow the instructions of the Engineer In-charge and SAFETY Group of TPSODL. He shall be responsible for providing the MIS and/or any other relevant information, as and when desired, within the stipulated time frame as per the requirements of TPSODL. Any non-conformance to safety will lead to the negative marking or issue of safety violation challan/ tokens which shall affect the monthly evaluation and performance of BA.

All contracts where BA has to depute vehicle for their staff and equipment to move from one location to other, the BA shall ensure that vehicle complies all required statutory clearances and requirement as per The Motor Vehicle Act, 1988 as well as TPSODL Road Safety Policy and are in good & safe state of working.

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

Qualification and experience required for the safety and site personnel are as following:

5.1 Safety Supervisor: It is mandatory that educational qualification of safety supervisor be ITI (of relevant trade) / Diploma (Any branch of engineering) and he has a working experience on electrical system / relevant field of work at least 5 yrs for ITI and 3 years for Diploma holder. Having formal experience of the safety systems will be an added advantage

5.2 Safety Engineer: It is mandatory that educational qualification of safety engineer be at least Diploma (relevant branch) and he has working experience on electrical system of at least 3 yrs. Having the formal experience of the safety systems will be an added advantage.

5.3 Safety Manager: The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

However, clause 5.1, 5.2 and 5.3 are not applicable for minor contracts. In such cases, BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver required duties of Safety Representative (as per clause 5.5) in addition to other duties without diluting the importance of safety.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 62 of 100

5.4 Site Skilled Personnel: For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by TPSODL shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, Extra High Voltage Projects, maintenance of Sub-Transmission Network, Meter Management Group & Energy Audit Group, maintenance and operation of street lights, shall preferably have at least 20 per cent of ITI qualified electricians in the first year of the contract. This figure shall preferably be incremented by 15 per cent every subsequent year.

Note: For the competency assessment may please refer the work instructions. An employee shall have to necessarily undergo the competency assessment check once in every eighteen months.

5.5 Requirements from the Safety Representative(s) of the Business Associate:

- 5.5.1 Safety training of 2 hrs/employee/month and one day of safety induction training to all new employees joining the BA will be conducted by the BA as per Safety training modules of TPSODL.
- 5.5.2 Safety Talk / toolbox talk before start of shift to BA employees.
- 5.5.3 Ensuring the availability & proper usage of the standard safety equipment (PPE)
- 5.5.4 Periodic inspection of PPE to ensure their serviceability and maintaining the 10% buffer stock of standard PPEs.
- 5.5.5 Ensuring the adherence to standard operating procedures of TPSODL as mentioned in TPSODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPSODL
- 5.5.7 Working in close coordination Safety Group of TPSODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and Safety Group of TPSODL immediately after its occurrence.
- 5.5.9 Regular HIRA at site and comply the control measures as stated in the detailed HIRA as per the *annexure 2*. Also, deployment of JSA based checklist shall be ensured.
- 5.5.10 Ensuring compliance with safety and other laws as may be applicable and providing for safety assurance.

5.6 Training and Syllabus: The BA shall not deploy any person at workplace / site or send newly recruited personnel directly for competency assessment without Safety Induction Training.

- 5.6.1 All new BA employees have to necessarily undergo one and half days Safety training and Competency assessment at training centre of BA cell. This training will be conducted once in a week. After the completion of Safety training & Competency assessment I-card will be issued to all competent BA employees

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 63 of 100

5.6.2 BA is expected to initially train and judge the capability of the workman at his own end before further recommending the workmen for Competency assessment. If any BA workman sent for competency assessment fails in the Competency test at TPSODL (or Agency hired by TPSODL), it will be deemed that BA has not imparted sufficient training at his end and actual cost of training ₹ 7500/ BA employee/ failed attempt will be recovered.

5.6.3 The workers who have imparted Safety Training and issued I-Cards of TPSODL, are not deployed at TPSODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPSODL by the BA, in that case Management reserves the rights to intervene and recover the actual cost of training i.e. ₹ 7500/BA employee. (Exempted for attrition rate of BA workers less than or equal to 10% of total workforce deployed at TPSODL)

5.7 It is desired that Safety representative of the BA to impart the general safety training to each employee of duration 2 hrs per month. The training will be organized at BA level and the record to be sent to engineer in-charge and SAFETY group of TPSODL every month. Please refer schedule and syllabus in *annexure 6*.

List of Personal Protective Equipment (PPE) and Maintenance schedule: BA shall commence the project or any work only when the required PPE are made available to the team of employees involved in the work. Each PPE of BA shall be checked / inspected by the safety representative / supervisor at zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If TPSODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPSODL reserves the rights to stop the work and call the BA to provide appropriate PPEs at the risk. If the BA fails to provide the required PPEs at the risk then the same shall be provided by TPSODL at the actual cost of the PPE. The amount shall be charged to BA and same shall be first recovered from the current bill of BA or any future payment to be made to BA. In the event of any balance amount still left for recovery, the same shall be adjusted against retention amount or by invoking bank guarantee submitted by BA.

5.8 Safety Audit / Inspection & HIRA: The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the *annexure 8*. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) *as per annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

- Engineering Control
- Management Control, and
- Personal Protective Equipment.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 64 of 100

The safety representative of BA shall inform and educate for the identified risk and hazard control methods to employees, supervisor and engineer as well as the engineer in-charge and SAFETY group of TPSODL.

5.9 Safety Performance and Safety MIS: The BA shall maintain good practice of safety all through the contract duration. Safety shall always be of paramount importance during the contract period. Safety performance will be monitored on yearly basis throughout the period and no relaxation will be given for bad performance. BA with good track record and excellent performance will be rewarded suitably as per clause 6.0 of this document. The BA has to provide monthly "Performance Report – Safety" to engineer in-charge and SAFETY group TPSODL this shall be part of monthly bill along with training details. Performa of the report is enclosed as *annexure 9*.

5.10 Pre – Employment Medical Check-up and Fitness of employees engaged for the critical works: The BA shall submit the health fitness certificate for all those workers involved in climbing the pole or working at height for following diseases:

- 5.10.2 Epilepsy
- 5.10.3 Colour blindness
- 5.10.4 Deafness
- 5.10.5 Vertigo & height phobia

Every year BA will give an undertaking stating that all the employees are fit to work and have not developed aforesaid diseases. The Record of such medical check-ups shall be submitted to BA Cell before issue of temporary identity card. The records shall be maintained at BA Cell. All such medical check-ups shall be repeated once in a year for all workers involved in climbing the pole or working on electrical network.

6. REWARD AND PUNITIVE MEASURES

6.1 To support the enforcement of good SHE & DM practices by the Business Associate and to eliminate repeated or continuing safety violations, use of appropriate reward and punitive measures shall be made. Each unsafe act or violation of the safety guidelines as described in the Safety Manual of the TPSODL will be audit criteria of this system. Broadly the measures identified are following:

- 6.1.1 Working without PPE/ Safety Gadgets
- 6.1.2 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.3 Working without creation of effective safety zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPSODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

6.2 Measures of Reward and Punitive Measures

The Engineer In-Charge, NSO, SC, ASOs, CSI / SIs and SHE &DM group will conduct the surprise audits of the work / project and if any non-conformance is found the same will be booked and entered in the format "Safety Violation Record" *annexure 10*. The flow of the information is given below:

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPSODL official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). <i>(Automatically generated if Site audit done through Mobile App.)</i>	SAFETY Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the current bill of the BA, <i>if any</i> .	Engineer In-charge
↓	
HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted.	SAFETY Group
↓	
The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees.	SAFETY Group with approval of CFO/Chief (O & S) /CEO&MD

The safety violations have been rated from 1 to 5 (figure 6.3) as per the gravity of the violation. If the same violation is repeated it may escalate into a higher penalty. If a particular Business Associate employee violates safety norms three times, he shall not be allowed to work in TPSODL for a period of one year from the date of the 3rd violation.

6.3 Safety Violation Escalation Matrix

6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	A	B	C	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	A	B	C	D	
5	Violation of SOP/ WI	B	C	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.		
A	Warning letter	Engineer Incharge	Nil			
B	Levy of Penalty	Engineer Incharge	2,000			
C	Memo to BA & Levy of Penalty	Head of Group	4,000			
D	Memo to BA & Levy of Penalty	Head of Department	10,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1a)-Penalty Matrix for Safety violation (Applicable for Minor Contracts)

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	B	C	D	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	B	C	D	E	
5	Violation of SOP/ WI	C	D	E		
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.		
A	Levy of Penalty	Engineer Incharge	5,000			
B	Memo to BA & Levy of Penalty	Engineer Incharge	10,000			
C	Memo to BA & Levy of Penalty	Head of Group	25,000			
D	Memo to BA & Levy of Penalty	Head of Department	50,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to Addl GM/ GM/ Sr. GM level) and further, *if required*, continuation / extension of contract will only be initiated by Functional Head of the department (equivalent to Sr. GM / VP level) and approved by CEO / MD. Till the extension, the contract will remain suspended.

TPSODL encourages the reportage of the safety violation during the contract work by BA. Any TPSODL employee can register a safety violation against the BA in the “Safety Violation Form” *annexure 10*. Initially the observer has to fill the form and handover the counterfoil (lower portion) of the document to the supervisor of the BA, inform the site engineer of TPSODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

Consequence Of an Incident / Accident (In case of MAJOR contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	F (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	F	G	G	H	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	G	G	H	I	
4	Single fatality	J	K			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	K				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
F	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
G	Memo to BA and levy of penalty	Head of Group		20,000/-		
H	Memo to BA and levy of penalty	Head of Group		50,000/-		
I	Memo to BA and levy of penalty	Head of Department		2,00,000/-		
J	Memo to BA and levy of penalty	Head of Department		5,00,000/-		
K	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head		10,00,000/-		

Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

Consequence Of an Incident / Accident (In case of MINOR contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	L (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	L	M	M	N	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	M	M	N	O	
4	Single fatality	P	Q			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	Q				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
L	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
M	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
N	Memo to BA and levy of penalty	Head of Group		25,000/-		
O	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
P	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
Q	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		

Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 69 of 100

(For example: In minor contracts, if a worker meets with a non-fatal accident say bone injury (Cat. 3) where he was hospitalized for more than 48 hrs then a penalty of amount Rs. 10,000/-, will be charged from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 25,000/- on subsequent incidents as per the above matrix.)

In case of single or multiple fatalities described under legends J&K of 6.3(2) and P&Q of 6.3(3), the concerned BA may be debarred from extension of contract or participate in new contract. In such event the approval of Chief (O & S) will be necessary for extension or award of new contract to concerned BA.

6.3.2 COMPENSATION FOR BA PERSONNEL

In the event of any untoward incident/ accident, the Business Associate shall ensure prompt medical assistance such as treatment, sickness benefit, etc. is provided to the victim(s) as per the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable. Also, the BA will be required to take adequate measures for compensating the victim(s) or his/her/their kin as follows:

Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs.

- iii. It is mandatorily required to take the GPA policy coverage of ₹ 15 Lacs by the BA for his employees from a reputed insurance agency.
- iv. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order.

I. For Death or Permanent / Total Disablement

The BA shall take an insurance coverage of at least Rs. 15 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

II. For Permanent Partial Disablement and Temporary Total Disablement

The compensation in this case will be as per provisions of the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable.

Accordingly, the BA shall obtain a suitable Insurance Policy on award of Contract and submit documentary evidence of the policy to the BA Cell before commencement of work. The BA shall ensure that the Insurance policy is active at all times and all employees are covered in all

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 70 of 100

respects till the conclusion of contract period or till working with TPSODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 15 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

6.3.3 TPSODL rewards the BA with good track record of safety management. It is proposed that BA complying with Contractors Safety Management, Safety Manual and Safety process will be rewarded suitably as per the procedure, rule and regulations of the TPSODL. In any case major accident is reported during an assessment period BA will not be eligible for this reward scheme. Assessment of contracts will be once in year. Generally, the assessment cycle is calendar year and guidelines will be declared time to time.

Abbreviations Used in the Document

TPSODL	TP Southern Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster Management
MMG	Meter Management Group
EAG	Energy Audit Group
PPE	Personal Protective Equipment
SOP	Standard Operating Procedures
CSI/SI	Circle Safety In-charge / Safety In-charge
ASO	Area Safety Officer
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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 71 of 100

- END -

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 72 of 100

Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

Certification							
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.							
Company Name:							
Turnover and experience:		Name of top officer:					
Date:		Position					
Contract Details							
Contract Name			Contract Number:				
Business Associates Safety Management System Questionnaire				Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>							
- Is there a written company Safety policy?				1			
- If yes provide a copy of the policy, if No please refer Note 1.							
- Does the company have an Safety Management system				1			
- If yes provide details, if No please refer Note 1.							
- Is there a company Safety Management System manual or plan?				2			
- If yes provide a copy of the content page(s), if No please refer Note 1.							
- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?				2			
- If yes provide details, if No please refer Note 1.							
<i>Safe Work Practices and Procedures</i>							
- Has the company prepared safe operating procedures or specific safety instructions relevant to				1			

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 73 of 100

Certification				
its operations and relevant work as per contract? - If yes provide a summary listing of procedures or instructions, if No please refer Note 2. - Comments				
- Is there a register of injury or accident? - If yes provide a copy (format)	1			
- Is there a documented incident or accident investigation procedure? - If yes provide a copy of a standard incident report form, if No please refer Note 2. - Comments	1			
<i>Safety Training</i>				
- Describe how occupational health and safety training is conducted in your company If No please refer Note 1.	2			
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records, if No please refer Note 2.	1			
- Are regular safety inspections / audits are undertaken at worksites? -If yes provide details (formats), if No please refer Note 3.	1			

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 74 of 100

Certification				
<p>- Is there a procedure by which employees can report hazards at workplaces?</p> <p>- If yes provide details if No please refer Note 1.</p>	1			
<i>Safety Monitoring</i>				
<p>- Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</p> <p>- If yes provide details</p>	1			
<i>Safety Performance Monitoring</i>				
<p>- Are employees regularly provided with information on company health and safety performance?</p> <p>- If yes provide details</p>	1			
<p>- Has the company ever been convicted of an occupational health and safety offence?</p> <p>- If yes provide details</p>	NO Marks (Negative mark ONE for each case)			
<p>- Has there been any major accident of employee at TPSODL site in past</p>	NO Marks (Negative mark ONE for each case)			
<p>- Has there been any fatal accident of employee at TPSODL site in past.</p> <p>- (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.</p>	NO Mark (Negative mark FIVE for each case)			

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 75 of 100

Certification				
- In case of yes please refer Note 4.				
Minimum of 75% marks is required for qualification.		Total Marks achieved		
<i>Company Reference</i>				
1. <i>Name of company</i> 2. <i>Name of company</i>				

Note

1: If company does not have formal procedure on Safety Management System than vendor may submit proposed Safety road map along with safety action plan and brief safety policy on his letter head signed by head of the organization.

2: The vendor may submit the same in the Safety Action Plan.

3: The vendor may utilize the same format of TPSODL or on request SAFETY group will assist the vendor in developing the audit system. For other points also vendor may take the assistance of SAFETY group for development of Safety management system.

4: The vendor may submit the Safety Improvement Plan and Safety Action Plan for his employees based on following points.

- i. Action plan for enhancing safety awareness
- ii. Action plan for safety training of employee
- iii. Action plan for increasing safety audit in field
- iv. Action plan for provision and utilization of safety PPE.
- v. Action plan for fatality reduction.
- vi. Action plan for enhanced supervision at site
- vii. Action plan for making employee more responsible and accountable for safety.
- viii. Action plan for availability and utilization of all required tool and equipment.
- ix. Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.
- x. Safety initiatives planed or started recently.
- xi. Any other point.

Based on above points and documentary evidences vendor will be required to submit a detailed report in support of his bid. The bid evaluation committee and competent authority will scrutinize the facts and the evidence submitted. If found satisfactory competent authority i.e. CTO may accord his approval for bid opening otherwise his tender shall be disqualified.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 76 of 100

Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

Business Associate:
Scope of the work:
BA's Representative:
Telephone:
Signature:
Date:

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> 1. Mandatory usage of JSA checklist prior to start of work 2. Use appropriate ladder 3. Use full body safety harness having double lanyard. 4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Refer Work instruction related to Working at Height for other details 8. Use of metal scaffold to be ensured in height work (cup lock type) 9. Deploy competent workforce who are medically fit
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> 1. Mandatory usage of JSA checklist prior to start of work 2. Use Electrical Safety Shoes while working on electrical network. 3. Use Electrical Safety gloves of appropriate voltage rating. 4. Use face shield / visor attached with helmet. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Mandatory usage of Insulated tools & tackles on electrical system 8. Mandatory compliance for Lock Out & Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 77 of 100

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> 1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> 1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> 1. Mandatory compliance of TPSODL Road Safety policy

Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.

Guidelines for filling the Risk Assessment Form

- **Specific Task/Activity** - The documentation of each major task associated with the contract.
- **Potential Hazards** - The identification of hazards associated with each activity or task to be carried out.
- **Class of Risk** - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- **Control Measure** - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 78 of 100

Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

A BA awarded a contract (O&M) work of maintenance of distribution network will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 79 of 100

Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

A BA awarded a major contract work of TS&P in area of a circle will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 80 of 100

Annexure 3.3 (Refer Para 4.0)

General Safety Conditions for the major EHV Projects Contracts:

A BA awarded a major contract work of EHV projects will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPSODL Safety Manual for details.



Annexure 3.4 (Refer Para 4.0)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 81 of 100

General Safety Conditions for the Maintenance of Sub – Transmission Network Contracts:

A BA awarded a major contract work of maintenance of sub – transmission network in area of a power system will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



Annexure 3.5 (Refer Para 4.0)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 82 of 100

General Safety Conditions for the major contract work in Civil / Generation Projects:

A BA awarded a major contract work of / in civil or Generation project will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce up to 100 at site) / a safety engineer (for workforce up to 250 at site) / safety manager (for more than two safety engineers) for managing a complete safety management system at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPSODL Safety Manual for details.



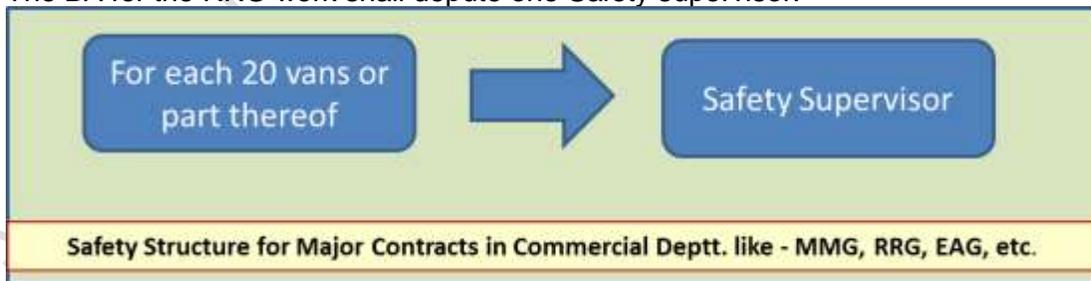
Annexure 3.6 (Refer Para 4.0)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 83 of 100

General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:

A BA awarded a major contract work in meter management group & energy auditing group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



Annexure 3.7 (Refer Para 4.0)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 84 of 100

General Safety Conditions for the major contract work in O&M of street light group:

A BA awarded a major contract work in operation and maintenance of street light group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 85 of 100

Annexure 4 (Refer Para 3.3)

Safety Undertaking by way of Affidavit

I _____ s/o _____ R/o _____ (AUTHORIZED REPRESENTATIVE/PARTNER/DIRECTOR/PROPRIETOR) of M/S _____ (name of company/firm)___ having its office at (Complete address of Company), authorized vide power of attorney dated -----/Board resolution dated----/letter of authority dated----, hereinafter referred to as **Contractor [or Business Associate (BA)]** which expression shall, unless it be repugnant to or inconsistent with the meaning or context thereof, be deemed to include its heirs, executors, administrators, and assigns do hereby affirm and undertake as under :

1. The present undertaking shall remain in force from the date of execution of contract awarded by TPSODL and shall be valid till the date of termination of the said contract by either parties. The undertaking is binding on me (contractor) as well as my sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by TP Southern Odisha Distribution Limited (TPSODL) so as enable TPSODL to achieve its goal of Zero On site incidences.
3. That the Contractor shall be fully responsible for ensuring occupational health and safety of its employees, representatives, agents as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by TPSODL specifically. , failing which TPSODL shall be entitled, but not obliged, to provide the same and recover the actual cost thereof from the Contractor's payments.
5. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 86 of 100

6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPSODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPSODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold TPSODL / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by TPSODL or to which TPSODL might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor /Subcontractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by TPSODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

Verified at Berhampur on this _Day of _____20__ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 87 of 100

Annexure 5 (Refer Para 5.4)

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

Skill / Qualifications Required for Electrician (*Certificate of Competency Class-II*):

1. Formal education in ITI – Wireman/ Electrician trade.
OR
2. Working experience of minimum three years of practical wiring.
OR
3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

Skill / Qualifications Required for Electrical Supervisor (*Certificate of Competency Class-I*):

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.
OR
2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.
AND
Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively
OR
3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 88 of 100

Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance:
 - Planning of the maintenance job
 - Availability of men, material & machine, PPEs, Safety gear and approved PTW
 - Briefing of the job by the supervisor of the TPSODL
 - Identification of Risks associated with the maintenance work and planning for controlling measures by TPSODL supervisor
 - Creation of safety zone by TPSODL supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
 - Start of the work – Right person for the right job
 - Alert supervision
 - Completion of the job – Check points
 - Energization of network
 - Actions to be taken in case of some accident

Session: 2

Topic: Use of Electrical Testing Equipment

Methodology: Lecture and Practical Demonstration

Sub Topics:

1. Meggar, Hi Pot, Clamp On Meter, Neon Tester, Discharge Rod, Line tester etc.

Session: 3

Topic: Awareness of Electrical Safety Aspects

- A. Understanding the need of this Training and Safety
- B. Learning specifics of HT & LT Network
- C. Major type of work to be carried out in zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
 - Planning of the job
 - Availability of men, material & machine, PPEs, Safety gear and approved PTW
 - Briefing of the job by the supervisor

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 89 of 100

- Permit to Work
- Safety Tagging and Lock Out Tag out
- Identification of Risks associated with the work to be carried out and planning for controlling measures by proper supervision
- Concept of "**Safety Zone**"
- Identification and use of Neon Tester, Shorting Chain, Clamp On Meter, Hi Pot, Meggar etc.
- Completion of the job – Check points
- Accident Theory & Incident Reporting
- Actions to be taken in case of some accident

Session: 4

Topic: Identification, Demonstration and Usages of Tools, PPEs and other Safety Gears and demonstration of working on HT pole

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

- It will be conducted for all field & supervisor staff of BA in such a manner that all BA Personnel attend at least two hours safety training during every month.

One Day Induction Safety Training Programs:

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of TPSODL by the BA, as a part of AMC / Work Contract.

Duration / Periodicity:

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPSODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 90 of 100

Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C) Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech) Joseph Leslie Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
06	Fireproof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPSODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

Note:

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.

2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPSODL.
3. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / EN standards.
5. TPSODL may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations. Refer picture of each PPE given in next page.

Pictures of PPE for reference purpose.

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	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	Fireproof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPSODL standard	
08	Reflective jacket to each workman	As per TPSODL standard	

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 TPSODL)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 94 of 100

Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime):

Cumulative Man Hour worked:

Total Number of

Minor Injury (this month): Minor Injury (Total)

Major Injury (this month): Major Injury (Total):

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from TPSODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPSODL.	
	Rs.	Rs.		

Note: Cumulative means total from date of commencement of work according to the contract.

Detail of the Accident / Near Miss Incidents:

Date and Time	Type of the incident	Name of Employee	Brief Description	Corrective and Preventive actions recommended

Details of the Safety Violations:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 95 of 100

Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Toolbox Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

Detail of the Safety Inspection /Audit: (as per TPSODL site audit checklist F29A(COR-P-12)

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participations

Signature of the BA Safety Representative
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5th of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.

BA may include additional lines if required. The TPSODL may revise the format as and when deemed required.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 96 of 100

ANNEXURE-L
VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)		
VENDOR:		
1.0	DETAILS OF THE FIRM	
	1.1	NAME (IN CAPITAL LETTERS) :
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc. :
	1.3	YEAR OF ESTABLISHMENT :
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO. :
	1.5	LOCATION OF MANUFACTURING UNITS :
		i) UNITS 1 :
		ii) OTHER UNITS :
2.0	PRODUCTS MANUFACTURED :	
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT). :	
4.0	VALUE OF FIXED ASSETS :	
5.0	NAME & ADDRESS OF THE BANKERS :	
6.0	BANK GUARANTEE LIMIT :	
7.0	CREDIT LIMIT :	
8.0	TECHNICAL	
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS) :
	8.2	NO. OF DRAUGHTSMAN :
	8.3	COLLABORATION DETAILS (IF ANY) :
		8.3.1 DATE OF COLLABORATION :

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 97 of 100

		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
9.0	MANUFACTURE		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 98 of 100

	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
10.0	INSPECTION / QC / QA / TESTING		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC. (AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 99 of 100

	ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)	:
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS	:
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)	:
14.0	POWER SITUATION	:
15.0	LABOUR SITUATION	:
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED	:
17.0	ORGANIZATIONAL DETAILS 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	DOCUMENTS TO BE ENCLOSED: 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE -QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	:

* Classification of BA s under SC/ST shall be governed under following guidelines:

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be Proprietorship Deed.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	3	Page 100 of 100

- **Partnership Firm:** Only such firms shall qualify which have SC/ST partners holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Partnership Deed.
- **Private Limited Company:** Only such firms shall qualify which have SC/ST directors holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Memorandum of Understanding (MoU) and/or Article of Association (AoA).

NOTE: Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person.

GENERAL CONDITIONS OF CONTRACT

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Bargarh Circle				
						BED, Bargarh	Total Cost (Rs.)	BWED, Bargarh	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled) - SBM	Man Month	13179.70	2372.35	15552.05	116	18,04,037.80	184	28,61,577.20	
2	Meter Reader (Semi Skilled) - NSBM	Man Month	13179.70	2372.35	15552.05	9	1,39,968.45	7	1,08,864.35	
3	Supervisor (Skilled)-SBM	Man Month	14890.92	2680.37	17571.29	17	2,98,711.93	14	2,45,998.06	
4	Supervisor (Skilled)-NSBM	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	
5	Mobile Data Charges	Month	200.00	36.00	236.00	143	33,748.00	206	48,616.00	
6	Hardship allowance-Urban	Month	500.00	90.00	590.00	18	10,620.00	15	8,850.00	
7	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	
8	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	98	1,73,460.00	169	2,99,130.00	
9	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	9	21,240.00	7	16,520.00	
10	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	18	53,100.00	15	44,250.00	
11	Additional Allowance-1	Month	500.00	90.00	590.00	143	84,370.00	206	1,21,540.00	
12	Additional Allowance-2	Month	1000.00	180.00	1180.00	143	1,68,740.00	206	2,43,080.00	
13	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	
14	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	
15	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	
16	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								29,61,660.83		41,72,090.26
Per Month Supervision Cost (in %)										
Per Month Supervision Cost (in Rs.) (B)										
Grand Total Per Month Cost (in Rs.) (A+B)										
Increment of Supervision Cost for Second Year (in %)										
Increment of Supervision Cost for Third Year (in %)										

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Bolangir Circle						
						BED, Bolangir	Total Cost (Rs.)	SED, Sonepur	Total Cost (Rs.)	TED, Titlagarh	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled) - SBM	Man Month	13179.70	2372.35	15552.05	121	18,81,798.05	115	17,88,485.75	165	25,66,088.25	
2	Meter Reader (Semi Skilled) - NSBM	Man Month	13179.70	2372.35	15552.05	10	1,55,520.50	7	1,08,864.35	9	1,39,968.45	
3	Supervisor (Skilled)-SBM	Man Month	14890.92	2680.37	17571.29	12	2,10,855.48	10	1,75,712.90	13	2,28,426.77	
4	Supervisor (Skilled)-NSBM	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29	
5	Mobile Data Charges	Month	200.00	36.00	236.00	144	33,984.00	133	31,388.00	188	44,368.00	
6	Hardship allowance-Urban	Month	500.00	90.00	590.00	20	11,800.00	9	5,310.00	17	10,030.00	
7	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
8	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	101	1,78,770.00	106	1,87,620.00	148	2,61,960.00	
9	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	10	23,600.00	7	16,520.00	9	21,240.00	
10	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	13	38,350.00	11	32,450.00	14	41,300.00	
11	Additional Allowance-1	Month	500.00	90.00	590.00	144	84,960.00	133	78,470.00	188	1,10,920.00	
12	Additional Allowance-2	Month	1000.00	180.00	1180.00	144	1,69,920.00	133	1,56,940.00	188	2,21,840.00	
13	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
14	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
15	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
16	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								29,63,222.68		27,55,425.65		38,19,806.12
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

Annexure-1 (Schedule for Items (Price Bid))

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Kalahandi Circle						
						NED, Nuapada	Total Cost (Rs.)	KEED, Bhawan ipatna	Total Cost (Rs.)	KWED, Bhawan ipatna	Total Cost (Rs.)	
1	Meter Reader (Semi Skilled) - SBM	Man Month	13179.70	2372.35	15552.05	111	17,26,277.55	162	25,19,432.10	162	25,19,432.10	
2	Meter Reader (Semi Skilled) - NSBM	Man Month	13179.70	2372.35	15552.05	6	93,312.30	10	1,55,520.50	10	1,55,520.50	
3	Supervisor (Skilled)-SBM	Man Month	14890.92	2680.37	17571.29	9	1,58,141.61	13	2,28,426.77	11	1,93,284.19	
4	Supervisor (Skilled)-NSBM	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29	
5	Mobile Data Charges	Month	200.00	36.00	236.00	127	29,972.00	186	43,896.00	184	43,424.00	
6	Hardship allowance-Urban	Month	500.00	90.00	590.00	12	7,080.00	23	13,570.00	12	7,080.00	
7	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	0	0.00	0	0.00	
8	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	99	1,75,230.00	139	2,46,030.00	150	2,65,500.00	
9	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	6	14,160.00	10	23,600.00	10	23,600.00	
10	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	10	29,500.00	14	41,300.00	12	35,400.00	
11	Additional Allowance-1	Month	500.00	90.00	590.00	127	74,930.00	186	1,09,740.00	184	1,08,560.00	
12	Additional Allowance-2	Month	1000.00	180.00	1180.00	127	1,49,860.00	186	2,19,480.00	184	2,17,120.00	
13	Additional Meter reader (Semi-skilled) – as & when requirement basis	Man Month	13179.70	2372.35	15552.05	4	62,208.20	4	62,208.20	4	62,208.20	
14	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
15	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	2	35,142.58	2	35,142.58	2	35,142.58	
16	Misc – as & when requirement basis	Lum	20000.00	3600.00	23600.00	1	23,600.00	1	23,600.00	1	23,600.00	
Monthly Cost (in Rs.) (A)								26,32,128.11		37,74,660.02		37,42,585.44
Per Month Supervision Cost (in %)												
Per Month Supervision Cost (in Rs.) (B)												
Grand Total Per Month Cost (in Rs.) (A+B)												
Increment of Supervision Cost for Second Year (in %)												
Increment of Supervision Cost for Third Year (in %)												

CENTRALIZED CONTRACTS GROUP

NIT No.: TPNODL / CCG / 23-24 / 007

Note:

1. The Bidder should fill up the entire blank column (box), The bidders were advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection. Bid amount for supervision charges will be on minimum wages only.
2. Meter Reader should be paid as per latest Minimum Wages decided for Semi-Skilled manpower & Supervisor should be paid as per latest Minimum Wages decided for Skilled manpower. Failing to which the bid may lead for rejection of the price bid.
3. In case of any changes in Minimum Wages of Meter Readers or Supervisors during Project Period, Discom shall pay as per new wages.
4. Supervision charges shall include cost of Mobile Device, Impact Printer, A4 Size Colour Printer (For Printing of Three Phase Bills), Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark), A4 Size paper for Three Phase Bill Printing/Notices Printer Cartridge, Office equipment/establishment, Project Incharge, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed. Also includes Service Charges for Meter Reader & Supervisor as per GCC.
5. The above Additional Allowance 1 & 2 and Additional Meter reader (Semi-skilled) & Additional Supervisor (Skilled) – as & when requirement basis are indicative only, same will be decided on sole description of TPSODL Management based on time to time assessment. This is not a part of standard wages nor applicable as of now.
6. The bidder must fill each column of the above format. Mentioning “extra/inclusive” in any of the column may lead for rejection of the price bid.
7. No cutting / overwriting in the prices is permissible.

Sr. No.	Description	Proposed Wages	
		Semi Skilled per month per manpower	Skilled per month per manpower
1	Minimum wages	10010.00	11310.00
2	EPF@13% of minimum wages (up to limit of Rs. 15,000) as per provision of Provident Fund & miscellaneous provision act	1301.30	1470.30
3	Bonus (8.33% on minimum wages as per provision of payment of bonus act)	833.83	942.12
4	Leave 5.77% on minimum wages	577.58	652.59
5	Contribution for Labour Welfare Fund.	3.33	3.33
6	National Hoiliday	128.33	145.00
7	Sub Total (A) (Sr. No 1 to Sr. No. 5)	12854.37	14523.34
8	ESI @0.75% as per provision of ESI act (Employee Share) on Gross		
9	ESI @3.25% as per provision of ESI act (Employer Share) on Gross	325.33	367.58
10	Total (B) (Sr. No 6 to Sr. No. 8)	13179.70	14890.92

NB: Minimum Wage has been enhanced @ Rs. 12/- per day per resources w.e.f. 01.04.2023. Vide No. 2500 / LC, Bhubaneswar Dated. 05.04.2023. Accordingly amount has been rectified.

CIRCLE	DIVISION	SUBDIVISION	SECTION	Total Consumer	Section Type	Meter Reader Count (SBM)	Supervisor	Data Entry Operator with Computer (to be Included in Supervision)	3 Ph Smart Meter Consumer (A)	3Ph Non-Smart meter Consumer (B)	3 Ph TNC (A+B)	Skilled Meter reader for 3 ph Reading & Bill distribution	Surpervisor for 3 Ph consumers	Data operator with Computer for 3 Ph
SEEC BALANGIR	BED BALANGIR	SDO LOISINGHA	ESO AGALPUR	10495	Remote Rural	10	1	1	2003	994	2997	10	1	1
SEEC BALANGIR	BED BALANGIR	SDO LOISINGHA	ESO LOISINGHA	11058	Remote Rural	11	2							
SEEC BALANGIR	BED BALANGIR	SDO LOISINGHA	ESO SALEVATA	8032	Remote Rural	8	1	1						
SEEC BALANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-I BALANGIR	5214	Urban Section	4	1							
SEEC BALANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-II BALANGIR	9450	Semi Urban Se	7	1	1						
SEEC BALANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-III BALANGIR	6341	Urban Section	5	1							
SEEC BALANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-IV BALANGIR	5184	Urban Section	4	1	1						
SEEC BALANGIR	BED BALANGIR	SDO-II BALANGIR	ESO CHHATAMAKHNA	18635	Remote Rural	16	2							
SEEC BALANGIR	BED BALANGIR	SDO-II BALANGIR	ESO CHUDAPALI	19422	Remote Rural	15	2	1						
SEEC BALANGIR	BED BALANGIR	SDO-II BALANGIR	ESO REC	17730	Remote Rural	15	2							
SEEC BALANGIR	BED BALANGIR	SDO-III BALANGIR	ESO DEOGAON	14241	Remote Rural	11	2	1						
SEEC BALANGIR	BED BALANGIR	SDO-III BALANGIR	ESO TUSURA	18450	Remote Rural	15	2							
SEEC BALANGIR	SED SONEPUR	SDO BINKA	ESO CHERUPALI	15850	Remote Rural	12	1	1	1496	916	2412	7	1	1
SEEC BALANGIR	SED SONEPUR	SDO BINKA	ESO MAHADEVPAI	10252	Remote Rural	8	1							
SEEC BALANGIR	SED SONEPUR	SDO BINKA	ESO NO-I BINKA	7696	Rural Section	6	1	1						
SEEC BALANGIR	SED SONEPUR	SDO BINKA	ESO RAMPUR	13087	Remote Rural	11	2							
SEEC BALANGIR	SED SONEPUR	SDO BIRAMAHAJAPUR	ESO BIRAMAHAJAPUR	13323	Remote Rural	12	2	1						
SEEC BALANGIR	SED SONEPUR	SDO BIRAMAHAJAPUR	ESO SUBALAYA	12166	Remote Rural	15	2							
SEEC BALANGIR	SED SONEPUR	SDO BIRAMAHAJAPUR	ESO ULUNDA	15963	Remote Rural	16	2	1						
SEEC BALANGIR	SED SONEPUR	SDO SONEPUR	ESO KHARI	15495	Remote Rural	12	2							
SEEC BALANGIR	SED SONEPUR	SDO SONEPUR	ESO SONEPUR(SDO SON	12149	Semi Urban Se	9	1	1						
SEEC BALANGIR	SED SONEPUR	SDO SONEPUR	ESO TARVA	15241	Remote Rural	14	2							
SEEC BALANGIR	TED TITILAGARH	SAINTALA	ESO BELGAONE	9371	Remote Rural	8	1	1	2008	893	2901	9	1	1
SEEC BALANGIR	TED TITILAGARH	SAINTALA	ESO SAINTALA	16192	Remote Rural	12	2							
SEEC BALANGIR	TED TITILAGARH	SDO KANTABANJI	ESO KANTABANJI	5853	Semi Urban Se	4	1	1						
SEEC BALANGIR	TED TITILAGARH	SDO KANTABANJI	ESO MURIBHAL	23770	Remote Rural	18	2							
SEEC BALANGIR	TED TITILAGARH	SDO KANTABANJI	ESO TURKELA	25392	Remote Rural	21	2	1						
SEEC BALANGIR	TED TITILAGARH	SDO PATNAGARH	ESO BELPADA	23387	Remote Rural	17	2							
SEEC BALANGIR	TED TITILAGARH	SDO PATNAGARH	ESO KHAPRAKHOL	25165	Remote Rural	19	2	1						
SEEC BALANGIR	TED TITILAGARH	SDO PATNAGARH	ESO NO-I PATNAGARH	9138	Semi Urban Se	6	1							
SEEC BALANGIR	TED TITILAGARH	SDO PATNAGARH	ESO NO-II PATNAGARH	17231	Remote Rural	14	2	1						
SEEC BALANGIR	TED TITILAGARH	SDO PATNAGARH	ESO NO-III PATNAGARH	14412	Remote Rural	11	1							
SEEC BALANGIR	TED TITILAGARH	SDO-I TITILAGARH	ESO NO-I TITILAGARH	9183	Urban Section	7	1	1						
SEEC BALANGIR	TED TITILAGARH	SDO-I TITILAGARH	ESO NO-II TITILAGARH	18279	Remote Rural	13	1							
SEEC BALANGIR	TED TITILAGARH	SDO-I TITILAGARH	ESO SINDHEKELA	20245	Remote Rural	15	1	1	2614	1045	3659	9	1	1
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO GODBHAGA	4132	Remote Rural	4	1							
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO LARAMBHA	6898	Remote Rural	6	1	1						
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO NO -I ATABIRA	5245	Rural Section	4	1							
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO NO-II ATABIRA	8838	Remote Rural	8	2	1						
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO RENGALI CAMP	5904	Remote Rural	6	1							
SEEC BARGARH	BED BARGARH	SDO BHATLI	ESO BHATLI	16984	Remote Rural	20	2	1						
SEEC BARGARH	BED BARGARH	SDO BHATLI	ESO BHUKTA	13126	Remote Rural	12	2							
SEEC BARGARH	BED BARGARH	SDO BHEDEN	ESO BHEDEN	6256	Remote Rural	5	1	1						
SEEC BARGARH	BED BARGARH	SDO BHEDEN	ESO KHUNTLIPALI	5313	Remote Rural	4	1							
SEEC BARGARH	BED BARGARH	SDO BHEDEN	ESO THUAPALI	9871	Remote Rural	7	2	1						
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - I BARGARH	4032	Urban Section	5	1							
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - II BARGARH	3913	Urban Section	6	2	1						
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - III BARGARH	3030	Urban Section	2	1							
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - IV BARGARH	5106	Urban Section	5	1	1						
SEEC BARGARH	BED BARGARH	SDO-II BARGARH	ESO BARHAGUDA	10921	Remote Rural	10	2							
SEEC BARGARH	BED BARGARH	SDO-II BARGARH	ESO TORA	8513	Remote Rural	6	1	1						
SEEC BARGARH	BED BARGARH	SDO-II BARGARH	ESO TURUNGA	7167	Remote Rural	6	1							

CIRCLE	DIVISION	SUBDIVISION	SECTION	Total Consumer	Section Type	Meter Reader Count (SBM)	Supervisor	Data Entry Operator with Computer (to be Included in Supervision)	3 Ph Smart Meter Consumer (A)	3Ph Non-Smart meter Consumer (B)	3 Ph TNC (A+B)	Skilled Meter reader for 3 ph Reading & Bill distribution	Surpervisor for 3 Ph consumers	Data operator with Computer for 3 Ph							
SEEC BARGARH	BWED BARGARH	SDO BARPALI	ESO NO - I BARPALLI	5204	Urban Section	6	1	1	1741	461	2202	7	1	1							
SEEC BARGARH	BWED BARGARH	SDO BARPALI	ESO NO - II BARPALLI	13404	Remote Rural	13	2														
SEEC BARGARH	BWED BARGARH	SDO BARPALI	ESO NO - III BARPALLI	10367	Remote Rural	11	1														
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO GAISILAT	21422	Remote Rural	19	2														
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO MEL CHHAMUNDA	13407	Remote Rural	12	1														
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO NO - I PADAMPUR	9415	Semi Urban Se	9	1														
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO NO - II PADAMPUR	21552	Remote Rural	22	2														
SEEC BARGARH	BWED BARGARH	SDO PAIKMAL	ESO JHARBANDH	14949	Remote Rural	12	1														
SEEC BARGARH	BWED BARGARH	SDO PAIKMAL	ESO PAIKMAL	15281	Remote Rural	13	1														
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO GHENSS	14156	Remote Rural	14	2														
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-I BIJEPUR	11211	Remote Rural	15	2														
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-I SOHELA	9066	Remote Rural	11	1														
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-II BIJEPUR	13618	Remote Rural	15	2														
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-II SOHELA	9881	Remote Rural	12	1														
SEEC KALAHAND	KEED BHAWANIP	SDO KESINGA	ESO BORDA	15666	Remote Rural	15	2	1	1734	511	2245	10	1	1							
SEEC KALAHAND	KEED BHAWANIP	SDO KESINGA	ESO KESINGA	4862	Semi Urban Se	5	1														
SEEC KALAHAND	KEED BHAWANIP	SDO KESINGA	ESO NUNMATH	11315	Remote Rural	11	1														
SEEC KALAHAND	KEED BHAWANIP	SDO KESINGA	ESO UTKELA	14823	Remote Rural	15	2														
SEEC KALAHAND	KEED BHAWANIP	SDO NARLA	ESO BISWANATHPUR	19540	Remote Rural	19	2														
SEEC KALAHAND	KEED BHAWANIP	SDO NARLA	ESO CHHATIKUDA	7897	Remote Rural	8	1														
SEEC KALAHAND	KEED BHAWANIP	SDO NARLA	ESO M.RAMPUR	11602	Remote Rural	11	1														
SEEC KALAHAND	KEED BHAWANIP	SDO NARLA	ESO MADANPUR	21931	Remote Rural	21	2														
SEEC KALAHAND	KEED BHAWANIP	SDO NARLA	ESO NARLA	19167	Remote Rural	18	2														
SEEC KALAHAND	KEED BHAWANIP	SDO-I BHAWANIPATNA	ESO NO - I BHAWANIPATNA	7938	Semi Urban Se	6	1														
SEEC KALAHAND	KEED BHAWANIP	SDO-I BHAWANIPATNA	ESO NO - IV BHAWANIPATNA	12371	Rural Section	11	1														
SEEC KALAHAND	KEED BHAWANIP	SDO-II BHAWANIPATNA	ESO NO - II BHAWANIPATNA	14071	Semi Urban Se	12	2														
SEEC KALAHAND	KEED BHAWANIP	SDO-II BHAWANIPATNA	ESO NO - III BHAWANIPATNA	12647	Remote Rural	10	1														
SEEC KALAHAND	KWED BHAWANIP	SDO CHHARBAHAL	ESO BADKUTRU	17797	Remote Rural	16	1								1	1248	527	1775	10	1	1
SEEC KALAHAND	KWED BHAWANIP	SDO CHHARBAHAL	ESO CHARBAHAL	18855	Remote Rural	19	2														
SEEC KALAHAND	KWED BHAWANIP	SDO CHHARBAHAL	ESO JAIPATNA	12886	Remote Rural	11	1														
SEEC KALAHAND	KWED BHAWANIP	SDO CHHARBAHAL	ESO KOKSARA	18708	Remote Rural	16	2														
SEEC KALAHAND	KWED BHAWANIP	SDO DHARAMGARH	ESO GOLAMUNDA	18785	Remote Rural	15	2														
SEEC KALAHAND	KWED BHAWANIP	SDO DHARAMGARH	ESO NO - I DHARAMGARH	8450	Rural Section	7	1														
SEEC KALAHAND	KWED BHAWANIP	SDO DHARAMGARH	ESO NO - II DHARAMGARH	26052	Remote Rural	19	2														
SEEC KALAHAND	KWED BHAWANIP	SDO JUNAGARH	ESO KALAMPUR	20030	Remote Rural	19	2														
SEEC KALAHAND	KWED BHAWANIP	SDO JUNAGARH	ESO NO - I JUNAGARH	5845	Semi Urban Se	5	1														
SEEC KALAHAND	KWED BHAWANIP	SDO JUNAGARH	ESO NO - II JUNAGARH	19464	Remote Rural	19	2														
SEEC KALAHAND	KWED BHAWANIP	SDO JUNAGARH	ESO NO - III JUNAGARH	13300	Remote Rural	16	1														
SEEC KALAHAND	NED NUAPADA	SDO KHARIAR	ESO BODEN	12234	Remote Rural	11	1	1	1479	415	1894	6	1	1							
SEEC KALAHAND	NED NUAPADA	SDO KHARIAR	ESO NO-I KHARIAR	8619	Semi Urban Se	7	1														
SEEC KALAHAND	NED NUAPADA	SDO KHARIAR	ESO NO-II KHARIAR	20074	Remote Rural	15	2														
SEEC KALAHAND	NED NUAPADA	SDO KHARIAR	ESO SINAPALI	26162	Remote Rural	21	2														
SEEC KALAHAND	NED NUAPADA	SDO KHARIAR ROAD	ESO NO-I KHARIAR ROAD	5170	Semi Urban Se	5	1														
SEEC KALAHAND	NED NUAPADA	SDO KHARIAR ROAD	ESO NO-II KHARIAR ROAD	17099	Remote Rural	14	2														
SEEC KALAHAND	NED NUAPADA	SDO NUAPADA	ESO KOMNA	15847	Remote Rural	14	2														
SEEC KALAHAND	NED NUAPADA	SDO NUAPADA	ESO LAKHANA	13350	Remote Rural	11	2														
SEEC KALAHAND	NED NUAPADA	SDO NUAPADA	ESO NUAPARA	16529	Remote Rural	13	2														

CIRCLE	DIVISION	SUBDIVISION	SECTION	Total Consumer	Section Type	Meter Reader Count (SBM)	Supervisor	Data Entry Operator with Computer (to be Included in Supervision)	3 Ph Smart Meter Consumer (A)	3Ph Non-Smart meter Consumer (B)	3 Ph TNC (A+B)	Skilled Meter reader for 3 ph Reading & Bill distribution	Surpervisor for 3 Ph consumers	Data operator with Computer for 3 Ph
SEEC ROURKELA	RED RAJGANGPU	SDO KALUNGA	ESO NO-I KALUNGA	7894	Remote Rural	6	1	1	2391	850	3241	11	1	1
SEEC ROURKELA	RED RAJGANGPU	SDO KALUNGA	ESO NO-II KALUNGA	12176	Remote Rural	9	2							
SEEC ROURKELA	RED RAJGANGPU	SDO KUARMUNDA	ESO BIRMITRAPUR	15021	Rural Section	13	2							
SEEC ROURKELA	RED RAJGANGPU	SDO KUARMUNDA	ESO HATIBARI(RAJGNPU	20833	Remote Rural	22	2	1						
SEEC ROURKELA	RED RAJGANGPU	SDO KUARMUNDA	ESO KUARMUNDA	9840	Remote Rural	9	2							
SEEC ROURKELA	RED RAJGANGPU	SDO-IIRAJGANGPUR	ESO BARGAON	18421	Remote Rural	14	2	1						
SEEC ROURKELA	RED RAJGANGPU	SDO-IIRAJGANGPUR	ESO KUTRA	18306	Remote Rural	14	2							
SEEC ROURKELA	RED RAJGANGPU	SDO-IIRAJGANGPUR	ESO NO-III RAJGANGPUR	9409	Rural Section	8	1							
SEEC ROURKELA	RED RAJGANGPU	SDO-IRAJGANGPUR	ESO KANSBAHAL	5579	Remote Rural	5	1	1						
SEEC ROURKELA	RED RAJGANGPU	SDO-IRAJGANGPUR	ESO NO-I RAJGANGPUR	7717	Rural Section	9	1							
SEEC ROURKELA	RED RAJGANGPU	SDO-IRAJGANGPUR	ESO NO-II RAJGANGPUR	5822	Urban Section	4	1	1						
SEEC ROURKELA	RED ROURKELA	SDO-2 UDITNAGAR	ESO BISRA ROAD	3437	Urban Section	4	1	1	1519	665	2184	8	1	1
SEEC ROURKELA	RED ROURKELA	SDO-2 UDITNAGAR	ESO MAIN ROAD	3753	Urban Section	3	1							
SEEC ROURKELA	RED ROURKELA	SDO-2 UDITNAGAR	ESO POWER HOUSE ROA	3118	Urban Section	2	1							
SEEC ROURKELA	RED ROURKELA	SDO-2 UDITNAGAR	ESO UDITNAGAR	3175	Urban Section	2	1							
SEEC ROURKELA	RED ROURKELA	SDO-3 BASANTI COLONY	ESO GOPABANDHU PAL	5038	Urban Section	4	1	1						
SEEC ROURKELA	RED ROURKELA	SDO-3 BASANTI COLONY	ESO NO-I BASANTI NAG	4850	Urban Section	3	1							
SEEC ROURKELA	RED ROURKELA	SDO-3 BASANTI COLONY	ESO NO-II BASANTI NAG	3516	Urban Section	3	1	1						
SEEC ROURKELA	RED ROURKELA	SDO-4 KOEL NAGAR	ESO NO-I KOELNAGAR	5453	Semi Urban Se	3	2							
SEEC ROURKELA	RED ROURKELA	SDO-4 KOEL NAGAR	ESO NO-II KOELNAGAR	4268	Rural Section	3	1	1						
SEEC ROURKELA	RED ROURKELA	SDO-4 KOEL NAGAR	ESO SHAKTINAGAR	4469	Semi Urban Se	3	1							
SEEC ROURKELA	RED ROURKELA	SDO-6 BISRA	ESO BANDHAMUNDA	8730	Rural Section	7	2	1						
SEEC ROURKELA	RED ROURKELA	SDO-6 BISRA	ESO BISRA	14050	Remote Rural	10	2							
SEEC ROURKELA	RED ROURKELA	SDO-6 BISRA	ESO NAYABAZAR	5140	Semi Urban Se	3	1	1						
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTAT	ESO CHHEND	5404	Urban Section	4	1	1	2119	2010	4129	9	1	1
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTAT	ESO CIVIL TOWN	3992	Urban Section	3	1							
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTAT	ESO IND. ESTATE	3422	Urban Section	3	1							
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTAT	ESO KALINGAVIHAR	7528	Urban Section	5	1	1						
SEEC ROURKELA	RSED ROURKELA	SDO-5 PANPOSH	ESO JALDA	8817	Rural Section	7	2							
SEEC ROURKELA	RSED ROURKELA	SDO-5 PANPOSH	ESO LATHIKATA	10425	Remote Rural	9	2	1						
SEEC ROURKELA	RSED ROURKELA	SDO-5 PANPOSH	ESO PANPOSH	5376	Semi Urban Se	3	1							
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO BONAI	22136	Remote Rural	18	2	1						
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO KOIRA	8078	Remote Rural	6	2							
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO LAHUNIPARA	21783	Remote Rural	18	2							
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO MAHULDIHA	10337	Remote Rural	9	2	1						
SEEC ROURKELA	SED SUNDARGAR	SDO HEMGIRI	ESO GOPALPUR	8110	Remote Rural	8	2	1	1321	649	1970	6	1	1
SEEC ROURKELA	SED SUNDARGAR	SDO HEMGIRI	ESO HEMGIRI	6870	Remote Rural	6	1							
SEEC ROURKELA	SED SUNDARGAR	SDO SUNDARGARH	ESO BHEDABAHAL	6181	Remote Rural	6	1							
SEEC ROURKELA	SED SUNDARGAR	SDO SUNDARGARH	ESO NO-I SUNDARGARH	9655	Urban Section	8	2	1						
SEEC ROURKELA	SED SUNDARGAR	SDO SUNDARGARH	ESO NO-II SUNDARGARH	4485	Urban Section	4	1							
SEEC ROURKELA	SED SUNDARGAR	SDO SUNDARGARH	ESO NO-III SUNDARGARH	10033	Remote Rural	9	2							
SEEC ROURKELA	SED SUNDARGAR	SDO SUNDARGARH	ESO SUBDEGA	22168	Remote Rural	19	2							
SEEC ROURKELA	SED SUNDARGAR	SDO UJALPUR	ESO LEFRIPARA	10965	Remote Rural	12	2	1						
SEEC ROURKELA	SED SUNDARGAR	SDO UJALPUR	ESO SARGIPALI	9311	Remote Rural	12	1							
SEEC ROURKELA	SED SUNDARGAR	SDO UJALPUR	ESO UJALPUR	9954	Remote Rural	15	1							
SEEC ROURKELA	SED SUNDARGAR	SDO UJALPUR	ESO UJALPUR-II	11806	Remote Rural	13	2							

CIRCLE	DIVISION	SUBDIVISION	SECTION	Total Consumer	Section Type	Meter Reader Count (SBM)	Supervisor	Data Entry Operator with Computer (to be Included in Supervision)	3 Ph Smart Meter Consumer (A)	3Ph Non-Smart meter Consumer (B)	3 Ph TNC (A+B)	Skilled Meter reader for 3 ph Reading & Bill distribution	Supervisor for 3 Ph consumers	Data operator with Computer for 3 Ph
SEEC SAMBALPU	SEED SAMBALPU	SDO RAIKAKHOL	ESO HATIBARI(SAMPLPU	11568	Remote Rural	13	2	1	1554	1277	2831	16	1	1
SEEC SAMBALPU	SEED SAMBALPU	SDO RAIKAKHOL	ESO NAKTIDEOL	14720	Remote Rural	13	2							
SEEC SAMBALPU	SEED SAMBALPU	SDO RAIKAKHOL	ESO RAIKAKHOL	17618	Remote Rural	15	2							
SEEC SAMBALPU	SEED SAMBALPU	SDO RENGALI	ESO LAIDA	4350	Remote Rural	4	1	1						
SEEC SAMBALPU	SEED SAMBALPU	SDO RENGALI	ESO PARMANPUR	6971	Remote Rural	5	1							
SEEC SAMBALPU	SEED SAMBALPU	SDO RENGALI	ESO RENGALI	15785	Remote Rural	12	2							
SEEC SAMBALPU	SEED SAMBALPU	SDO RENGALI	ESO SASON	4880	Remote Rural	4	1							
SEEC SAMBALPU	SEED SAMBALPU	SDO-I BHUTAPADA SEED	ESO BROOKS HILL	3580	Urban Section	2	1	1						
SEEC SAMBALPU	SEED SAMBALPU	SDO-I BHUTAPADA SEED	ESO COMMISSIONER CO	3612	Urban Section	3	2							
SEEC SAMBALPU	SEED SAMBALPU	SDO-I BHUTAPADA SEED	ESO GOLEBAZAR	1669	Urban Section	2	1							
SEEC SAMBALPU	SEED SAMBALPU	SDO-I BHUTAPADA SEED	ESO SAKHIPARA	4040	Urban Section	4	1							
SEEC SAMBALPU	SEED SAMBALPU	SDO-II DHANUPALLI SEED	ESO DHAMA	5156	Remote Rural	4	1	1						
SEEC SAMBALPU	SEED SAMBALPU	SDO-II DHANUPALLI SEED	ESO DHANUPALI	6014	Semi Urban Se	4	2							
SEEC SAMBALPU	SEED SAMBALPU	SDO-II DHANUPALLI SEED	ESO MANESWAR	4372	Remote Rural	4	1							
SEEC SAMBALPU	SEED SAMBALPU	SDO-II DHANUPALLI SEED	ESO PADIABAHAL	6258	Remote Rural	5	1							
SEEC SAMBALPU	SEED SAMBALPU	SDO-II DHANUPALLI SEED	ESO SAHASPUR	3965	Remote Rural	4	1							
Grant Total				2132754		1863	294	58	30633	14894	45527	153	17	17

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007****Annexure VII****Scope of Work & Service Level Agreement****OCR based Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Special Letter Delivery, Special Meter Reading, 3PH Meter Reading, 3PH Printing & Bill Delivery with POD through mobile application and Disconnection Notice Delivery**

The document comprises Scope of Work & Service Level Agreement for the Meter Reading - Optical Character Recognition (OCR) Based, Spot Billing, Spot Bill Printing & Bill Distribution. The scope of work consists of OCR Based Meter Reading Cum Spot Billing, Bill printing, Bill Distribution and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) using Internet based & GPS enabled smart mobile phones (5G/4G) and impact printers. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TP Odisha Discoms.

1. The scope of work includes the following:

- a) The Business Associate(s) have to procure adequate no. of smart mobile phones (5G/4G), Power Bank with minimum (10000mAh) and Bluetooth printer along with stationery for bill printing as per requirement of TP Odisha Discoms. The minimum specification of Phone, Printer & Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark) is annexed under the heading of Android Device, Printer & Paper Roll Minimum Configuration.
- b) Mobile phones should have enough storage space to store historical & current consumer, metering, billing data for the entire day and also have enough battery backup for up to 12hours.
- c) The Business Associate(s) shall provide minimum 1 SIM card having wider coverage of connectivity in the billing area and also provide sufficient monthly internet data pack. . TP Odisha Discoms shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing data to the TP Odisha Discoms intermediate servers.
- d) Smart mobile phone shall have preloaded billing data/previous billing and/or data fetched on real time basis from Spot Billing Apk. The meter reader shall scan the current Meter reading through OCR Scanner to enable Spot Billing Apk to calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TP Odisha Discoms's authorized format for Energy Bill.
- e) The device should be Internet based (5G/4G) and GPS enabled to identify reading / billing location, remote transfer of billing data and side by side to track the location of meter reader on real time basis for monitoring purpose.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- f) The Business Associate should provide an independent IT based GPS tracking system, integrated with the TP Odisha Discoms Billing application for online real-time monitoring/tracking of the meter reader.
- g) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible and the impression should last for at-least 6 months from the date of printing.
- h) The Business Associate(s) shall deploy section wise specified number of Meter Readers & Sub-Division Wise Supervisors as mentioned in Annexure 2, however, TP Odisha Discoms reserves the right to increase or reduce this count based on its assessment, whenever required.
- i) Meter Readers & Supervisors deployed by Business Associate shall be paid Minimum wages, in Semi-Skilled & Skilled Category, respectively. Non-Achievement/Over-Achievement of monthly Targets will attract Penalty/Incentive for Meter Reader, Supervisor & Business Associate(s) as indicated in Annexure.
- j) TPCODL reserves the right to disqualify any Bidder, if bid price does not meet the minimum/realistic Supervision cost. Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark), Printer Cartridge, Office equipment/establishment, Project Incharge, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Engineer In charge of the Contract (EIC), (Executive Engineer of the Division / HoD – R & B shall be the EIC under this contract), may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding Meter Reading, Spot Billing, bill printing and Bill Distribution activity will lie with EIC & same shall be final & binding to both parties.

Count of consumers are also attached for reference in attachment with tender enquiry (Refer Annexure)

This shall be a two-part Bidding and is being done Division wise:

Part-1. Fixed Component: Cost of Section Wise Number of Meter Reader & Supervisor's with their Minimum Wages + Incentive/Penalty.

Part-2. Variable Component: Cost of Supervision charges shall include cost of Mobile Device, Impact Printer, Paper Roll (message / information/advertisement printed on the back of the paper roll & Watermark), Printer Cartridge, Office equipment/establishment, Division Coordinator, Data Entry (Computer) Operators, Profit Margin as well as Penalty/Incentive as per target prescribed in Annexure.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

Supervision charges shall be computed considering all the heads indicated against variable component. The same shall be quoted in Schedule of Quantity & prices as percentage (%) of fixed component for the purpose of bidding.

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 at its discretion reserves the right to extend the contract on a year to year basis for a period of further 1 years as per the agreed rates.

1. The Bidder is required to submit Division-wise Price Bid for all Divisions of a Discom in the attached format as per Price Bid (Refer Annexure 4). Under normal scenario, one Bidder shall not be allocated more than three divisions, in any case, after outcome of technical and Commercial Bid Evaluation, however, TPCODL shall reserve the right to decide the no. of Division and allocation of the particular Divisions to a respective BA while awarding the Contract.
2. Immediately after awarding of the contract, Business Associate(s) should submit in writing a detailed execution and resource deployment plan to TP Odisha Discoms within 7 days of awarding LOI/RC.
3. Training of all BA employees is an important activity & is mandatory prior to their deployment. Business Associate(s) will organize training of manpower (All Types) once in a Month. All the new manpower inducted shall be given 5 days of mandatory Technical/Functional/Customer Behavioral training by the Business Associate about the field activities pertaining to Meter Reading & Billing including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TP Odisha Discoms and implemented in the presence of TP Odisha Discoms representative. Failure of this will invoke penalty of 1% of Supervision Charges per month.
4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TP Odisha Discoms. Meter Reader & Supervisor's recruitment by BA shall be done after their interaction and concurrence by EIC.
5. The Business Associate shall submit documents of Meter Reader & Supervisors to TP Odisha Discoms BA-Cell for issuance of Identity Card (I-Card) within 7 Days of LOI/RC. Further, in case of misuse of I-Card, any loss/damage/expenses borne by TP Odisha Discoms shall be recovered from the Business Associate(s). No BA employee shall go to site without a valid I-card.
6. The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers under it. The dress code will be specified after due consultation with the EIC.
7. TP Odisha Discoms reserves the right to make changes to the scope of work with a view to optimize the overall cost of TP Odisha Discoms. The BA shall fully cooperate with TP Odisha Discoms in making such changes with an aim for overall cost optimization.
8. In case, a mutual consensus on the rates and other terms and conditions is not reached between TP Odisha Discoms and the BA, TP Odisha Discoms reserves the right to terminate the contract by giving 15 Days' notice period and allocating the same to any other BA as deemed fit by TP Odisha Discoms to maintain uninterrupted operations at site.
9. If the work entrusted is not proper and to the satisfaction of TP Odisha Discoms and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the EIC . If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one-month notice.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

10. On daily basis, meter readers are required to report to the concerned TL – R&B / TL MBC/Section Manager/Section Commercial officer / RPO / any other official as designated by TP Odisha Discoms from time to time for daily allocation of meter reading related work.
11. Supervisor shall report to the SDO/TL – R&B / TL MBC/HoG-Commercial/any other official as designated by TP Odisha Discoms from time to time. Division Coordinator shall co-ordinate with the concerned Section Manager/Section Commercial officer / RPO / TL - R&B /TL MBC/HoG-Commercial and the Supervisors/Meter readers for ensuring achievement of the daily performance targets/providing necessary administrative and logistic support. Division Coordinator shall also co-ordinate with the Business Associate for ensuring availability of the required number of meter readers at all times.
12. BA shall serve a 15 days' notice & terminate the Meter Reader and/or Supervisor on Non-achievement of Billing Coverage, Actual Billing, OCR Billing & Provisional Billing targets. If Meter Reader's/Supervisor's Billing coverage is less than 90% continuously for 2 Months, then he shall be terminated by BA after serving him a 15 days' Notice period. Similarly, Meter Readers and/or Supervisor(s) shall be terminated by BA after 15 days' Notice if their Billing Coverage is less than 80% in any month without any valid reason. (Elaborated details for Penalty & Incentive including Retention Amount may be referred in Annexure 3). However, Chief Commercial shall be the final authority to decide in case of any representation or facts are produced by any meter reader / supervisor, justifying his claim or low performance.
13. Parallel Employment by meter reader or supervisor (other than Meter Reading/Supervision under this contract) shall not be allowed and if anyone found violating shall be punished leading to Termination of the service immediately.
14. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
15. Unless communicated by TPCODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
16. TPCODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
17. OCR based Meter Reading, Spot Billing and Bill Distribution activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Meter Reader may also be asked to do meter reading, bill distribution, special site verification, Special letter delivery & Disconnection notice delivery of 3-phase/1PH consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TP Odisha Discoms.
18. Net Meter reading (for Solar) is also included in scope of business associate and the reading parameters are to be submitted to TP Odisha Discoms as and when required.
19. Business Associate(s) shall ensure 100% OCR Based Scanning capturing the meter no. and meter reading (reading parameters as per Single-phase/3-Phase meters- Both TOD & Non-TOD). In case of Timed out / Non OCR cases, clear & legible Photo showing the meter no. and meter reading in the same frame. MDI KW reading is to be captured in all cases, without fail. Failure to comply with the above mentioned conditions, shall attract penalty (Refer to Annexure 3- Penalty & Incentive).
20. The meter reading, bill generation and bill distribution shall be conducted sequentially in optimized routes as per Walking Sequence/MRU. The Business Associate shall prepare Walking Sequence/Binder/MRU Wise Route Map for LT consumers. This route map shall be uploaded in

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

the Billing System and Meter Reader shall sync in with the help of hand held mobile device to ensure MRU wise billing.

21. Any new connection / addition shall be promptly updated in the existing walking sequence data base by BA and actual reading carried out for the same.
22. Physical Bill distribution with acknowledgement for Special cases of Spot-bill and Non Spot-bill (3PH/HT/EHT) consumers.
23. 2% Check meter reading of the total billed Consumers to be carried out by the Supervisor.
24. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, supervisor associated with old Business Associates having disciplinary action/ethical issues in the past without written permission of TP Odisha Discoms. Verification of the employee will be as per the directions & norms of the TP Odisha Discoms.
25. Business Associate(s) shall ensure OCR Based Meter Reading, Spot Billing and Bill Distribution of consumers within stipulated time schedule as specified by TP Odisha Discoms.
26. Meter-reading and billing work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level, shall attract penalty (Refer Annexure)
27. Meter reading and bill distribution activity is to be undertaken on Monthly basis, or, as decided by TP Odisha Discoms depending upon the urban & rural geography of the area.
28. Meter Readers and Supervisors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). It is mandatory to submit fitness certificate before employing the meter reader & supervisor. Yearly fitness certificate for each BA employee to be ensured through a Govt. authorized centre.
29. In case of termination of any employee by Business Associate(s), the same shall be informed to TP Odisha Discoms, specifying the reasons for termination.
30. Provision has to be made by the Business Associate(s) that meter reader does not switch off the GPS, data connection and use any other application, internet other than the spot billing application as prescribed by TP Odisha Discoms. The Business associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader.
31. In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (Refer Annexure 3 - Penalty & Incentive) on this account on receipt of the complaint from the customer or TP Odisha Discoms's staff after due verification by the EIC, whose decision shall be final.
32. In case, the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TP Odisha Discoms database system on time on a daily basis.
33. Meter Readers deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 10th class pass, however old Meter Readers who have working experience with TP Odisha Discoms but not meeting Education Qualification may be allowed after approval from TP Odisha Discoms, whereas all new meter readers have to meet above Qualification

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

Criteria) and trained for the job intended to be performed by them. The persons to be deputed for reading and billing should not be less than 18 years of age.

34. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen (Meter Readers) having minimum qualification of Secondary (Class X) pass, Division Coordinator/Supervisors/Data Entry (Computer) Operators having minimum qualification of Graduation Degree from a reputed University, having relevant work experience so as to ensure that various jobs are completed within predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Data Entry (Computer) Operators shall have adequate Computer Skills such as MS Excel, MS Word and Power Point, Mail Writing etc. Details of such manpower shall be provided to TP Odisha Discoms before commencement of the work under this Agreement.
35. The Business Associates shall ensure that one-meter reader will take maximum 150 numbers of reading per day effectively in rural/remote Rural/Hilly area and 200 numbers of reading per day in urban/Semi Urban area. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
36. Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots and umbrella/ Rain Coat (during rainy season) for all BA Staff.
37. Business Associate(s) shall arrange Permanent Marker, Sponge & spirit & to each Meter Reader for OCR billing.
38. The personnel should be conversant to read, write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
39. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
40. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TP Odisha Discoms.
41. Business Associate shall do Prior Canvassing at site for Meter Reading/Spot Bill before the scheduled Spot Billing date & a future date shall also be intimated to consumers for Billing Purpose.
42. Billing for each month to be aligned with respect of Scheduled Power Outages of the respective Division in consultation with the Section Manager/SCO/RPO/TL MBC/TL R&B.
43. Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall not be paid separately to Meter Reader or BA as same is part of scope of work.
44. House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate.
45. In case of House lock cases detected by the Meter reader in the 1st month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TP Odisha Discoms at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the locked premises along-with capturing of RRI details. Business Associate(s) shall also share his WhatsApp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and meter no. in one frame from Consumer in case of permanent House Locked/other Provisional reading remarks.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

46. After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
47. During the 2nd visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
48. Against balance cases of House Lock, at least 5% 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 TP Odisha Discoms in every month.
49. 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). However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
50. Against Timed Out / Non OCR cases, at-least 5% 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 TP Odisha Discoms in every month.
51. Against First Time Faulty / Negative Reading cases, at-least 5% 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 TP Odisha Discoms in every month.
52. Division Coordinator to carry out Sample Photo Quality Check based on Division-wise daily report circulated for 20 OCR and 80 Non-OCR cases on weekly basis, which shall be duly shared with EIC/TL MBC/TL R&B.
53. Business Associate shall improve the provisional reading cases on month on month basis from the effective date of contract. Failure in reduction of the provisional reading cases shall attract a penalty (Refer Annexure 3- Penalty & Incentive).
54. The Business Associate(s) shall provide list and provide Site Visit Report (in prescribed format of TP Odisha Discoms) with sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database, duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database like Soubhagya Consumers & electro-mechanical meters installed at site/meter no. mismatch cases/disconnected – TD in system but live at site) along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
55. In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TP Odisha Discoms) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TP Odisha Discoms) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

56. It is the responsibility of the Business Associate(s) to download/sync in the customer and meter reading data in SBM machines as per the schedule of MRU / walking sequence /DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter reading and billing data shall be uploaded automatically to TP Odisha Discoms server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TP Odisha Discoms server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TP Odisha Discoms office, whichever is nearest or the most convenient.
57. In case of smart meters, where reading is fetched from MDM, Meter readers to generate SBM bills with auto populated reading and in balance cases, regular SBM billing process to be followed.
58. It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TP Odisha Discoms) and inform the Section Commercial officer / RPO & TL-MBC / TL – R&B for necessary action.
59. Data sync-in / sync-out to TP Odisha Discoms system will be on real time/online basis unless otherwise mutually agreed.
60. In case of average billing (due to defective meter or in case no meter), the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
61. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing and Bill Distribution due to unavailability of smart mobile phones and Bluetooth printer along with stationery for bill printing.
62. Business Associates shall keep enough no. of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/damaged. It is mandatory to maintain minimum buffer stock of 5% of total quantity.
63. TP Odisha Discoms has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.
64. The software/Apk will be provided by TP Odisha Discoms for Meter Reading and Spot Billing activities which the business associates should only use and no other software shall be used.
65. All Employees of Business Associate(s) shall follow TP Odisha Discoms code of conduct & TP Odisha Discoms ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.
66. Business Associate(s) shall optimize route sequencing/walking sequence to get better productivity and shall keep TP Odisha Discoms informed of such changes in system. Business Associate(s) shall provide to TP Odisha Discoms finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TP Odisha Discoms along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
67. Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead (KVARH) and TOD peak and off peak readings etc. Business Associate(s) may require to download Meter Data of 3 Phase consumers, TP Odisha Discom shall provide necessary equipment for Data Downloading. Besides these key parameters the Meter Readers are also expected to match & record SCN No., Meter Sr. No., Supply address, consumer category use, meter make etc. and report TP Odisha Discoms in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from TP Odisha Discoms or prior approval by TP Odisha Discoms from time to time.

68. The business Associate(s) shall extend all reasonable support to TP Odisha Discoms in a drive for recording any other statutory information required which TP Odisha Discoms deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location (such as meter at height, inside the house, non-accessible, obstacle), dirty meter box/meter screen, Air-Conditioners installed at consumer premises etc.
69. Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TP Odisha Discoms to not only correct, update the data base but book, consumer's indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
70. The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TP Odisha Discoms database within the stipulated time (as decided by TP Odisha Discoms), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
71. Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given, after checking their validity. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a penalty @ Rs 2/- per mobile number per consumer.
72. Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
73. Business Associate(s) shall arrange meter reading preferably through collapsible/ fold-able ladder where meter is installed at height. At least a ladder should be available at each location.
74. Business Associate(s) will assist TP Odisha Discoms to process/liquidate the No Meter cases completely, as per procedure, and as required by TP Odisha Discoms. Where meter existed earlier at site or as per records of TP Odisha Discoms, and meter reader finds no meter at site, the

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

Business Associate(s) shall submit to TP Odisha Discoms such report, or undertake such measures, as per procedure, and as required by TP Odisha Discoms, within one billing cycles as per process. However, if any cases where connections have become dead/in-active/Not in Billing Net in TP Odisha Discoms database be given to the Business Associate(s) for checking site condition.

75. Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. Penalty of Rs.100 per case on Supervision charges shall be imposed on such cases if found. Business Associate(s) will read/report all meters in a premises and report cases which were not given in the downloaded data and report these as extra connections not in TP Odisha Discoms billing system presently or Disconnected/Removed in TP Odisha Discoms billing system (with reading, correct DT/Binder/MRU, adjoining SC No. and Walking Sequence.) plus assist TP Odisha Discoms to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, Business Associate(s) shall be given an incentive of Rs. 250 per such case as per clause (Refer Annexure 3- Penalty & Incentive). At the end of each financial year, BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a penalty of Rs. 500 per such case found by TP Odisha Discoms.
76. Business Associate(s) shall assist TP Odisha Discoms and ensure that Consumers complaints regarding Meter Reading, Spot Billing and Bill Distribution are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TP Odisha Discoms.
77. Since the Meter reading, billing and bill distribution depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment including Meter Reading or causing any harassment to the Consumer of TP Odisha Discoms.
78. Business Associate(s) shall assist TP Odisha Discoms in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance.
79. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology/process and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
80. If the billing/ mailing address is different than consumer's address of actual connection, then in such cases BA through Meter Readers/Supervisors shall deliver bills to the mailing address well within the due date.
81. Special meter reading cases can be of any division in TP Odisha Discoms area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected & Door Locked supported by valid proof like photograph & associated field information etc. in the prescribed SVR format as decided by TP Odisha Discoms.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

These cases will be in addition to 1PH Billing Target given for each meter reader and no separate payment/incentive will be provided.

82. The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be required to deliver the disconnection notice separately and / or any informative pamphlets related to TP Odisha Discoms, for which BA shall collect the printed copies of the disconnection notice along with the defaulters list and / or any informative pamphlets related to TP Odisha Discoms, from the concerned EIC and give the acknowledgement to the EIC.
83. The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
- Date of service of notice.
 - Name and Detail address of the consumer with father /spouse name
 - Nearest land mark of the premises
 - Adjacent consumer number
 - Mobile number of consumer/Person receiving the notice

3. TERMS & CONDITIONS: -

Company shall reserve the right to change the number of Customers in any division, (if required) considered in the contract /during the contract period.

- Bidder has to fill quotations for all divisions of the Discom mentioned in tender enquiry contract.
- Bidder shall arrange and install adequate No. of desktops/printers/mobiles/cartridges/paper rolls (message / information/advertisement printed on the back of the paper roll & Watermark) for carrying out the activities listed in scope of work.
- Full Payment for Part 1 - Fixed Component, shall be made within 7 days from the date of SES approval of the BA by the EIC along with wage sheet of respective month.
- 70% Payment for Part 2 - Variable Component i.e. Supervision Charges, shall be made within 7 days from the date of SES approval of the BA by the EIC.
- Balance 30% of Variable Component i.e. Supervision Charges shall be paid after due verification by EIC and BA Legal Cells submission of proof of transfer of wages to every manpower along with deposit of statutory dues of PF/ESI, to be certified by BA Legal Cell.
- After completing the assigned work in a particular Section the concerned RPO / SDO / TL – R&B / HoG – Commercial would have the right to utilize the manpower optimally across the various section in same Sub-Division. At regular interval, meter reader shall be swapped across the section within a Sub-Division/adjacent Sub-Division within same Division and the Supervisor shall be swapped across the Sub- Division within the Division.*
- The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs (Women Self Help Groups) and other factors.*

4. Establishment, Data Compilations and Reports:

Property of TPCOD/TPSODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of TPCOD/TPSODL/TPSODL/TPWODL

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- a) Business Associate(s) shall set up adequate no. of office establishments with computers, printers etc. and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- b) Business Associate(s) would have to establish an official set up at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
- c) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- d) Business Associate(s) would engage an experienced Project Manager to report to TP Odisha Discoms nodal officer for overall monitoring across the allocated divisions.
- e) Business Associate(s) would engage One Division Coordinator for each Division to report to EIC & Minimum 2 Data Entry / Computer Operators for each division.
- f) The Business Associate(s) is also liable to assist TP Odisha Discoms in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book/MRU, phone number, route/walking sequence & meter status details etc.
- g) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TP Odisha Discoms.
- h) The Business Associate(s) will submit meter-reading and billing data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TP Odisha Discoms & will upload the same in TP Odisha Discoms system.

Availability: The Meter Reading, Spot Billing and Bill Distribution service is to be available at least 99% of the defined service delivery time. In case of failure, all damages fees will be as per the **penalty defined in Section (Refer Annexure- Penalty & Incentive)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

5. Security of Data

The Meter Reading, Spot Billing and Bill Distribution Business Associate(s) shall ensure the following approach and methodology for data security:

- 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.
- The Business Associate(s) shall maintain adequate data security so that no data of TP Odisha Discoms can be changed or transferred to anybody without prior approval of TP Odisha Discoms, failing which it shall attract Penalty as per Penalty clause (Refer **Annexure** - Penalty & Incentive)
- 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.

Property of TPCOD/TPSODL/TPSODL/TPWODL – Not to be reproduced without prior written permission of TPCOD/TPSODL/TPSODL/TPWODL

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.
- Securing the relevant infrastructure and integrating with existing TP Odisha Discoms infrastructure security including network perimeter defenses, server security, and data infrastructure security.
- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

6. Maintenance

- a) **Scheduled Maintenance:** Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPNODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPNODL.
- b) **Emergency Maintenance:** Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPNODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPNODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPNODL.

7. Statutory Requirements:

- a) If any financial irregularity like non-payment of Salary, Incentive, short payment etc. by the Business Associate(s) is noticed, TP Odisha Discoms reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.
- b) The personnel engaged by the Business Associate(s) shall be deemed always as their employees however TP Odisha Discoms is concerned with their engagement conditions and the remuneration which should be minimum wages in semi-skilled category for Meter readers and Skilled for Supervisors. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TP Odisha Discoms at any time and furnish the same to TP Odisha Discoms before commencing the Contract. All statutory compliances shall be ensured by the Business Associate(s).
- c) Business Associate shall undertake to indemnify the Company against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in BAs employment or to any other person or properties including those of TP Odisha Discoms, arising due to reasons attributable to any, act, omission of the BA, for the entire period of contract.
- d) TP Odisha Discoms shall not be responsible, if the Business Associate(s) infringes the laws or statute of Odisha state/India and also reserves the right to terminate the contract either in

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

part or in full due to the reasons other than those specified in order, without assigning any reason thereof.

8. Responsibility Matrix:

TP Odisha Discoms & Business Associate(s) shall have the following responsibilities:

- a) Identify a Core Team of Officers including TL MBC / TL – R&B for the purpose of monitoring the Business Associates in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- b) The Core Team including TL MBC / TL – R&B 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 databases of consumers for past.
- c) Identify appropriate officers including TL MBC / TL – R&B to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).
- d) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
- e) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- f) The Business Associate(s) shall open a temporary co-ordination office near corporate office of TP Odisha Discoms. Submit a Weekly report to the Corporate Billing Team and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- g) The Business Associate(s) will have to furnish the Meter Reading, Spot Billing and Bill Distribution program along with the name of meter-reader prior to starting the reading in a particular designated area by 2nd of each month.
- h) 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-in charge of the Contract.
- i) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
 - Number of slippage in schedule – with respect to Meter Reading, Spot Billing and Bill Distribution.
 - Number of errors in recording Meter Reading, Spot Billing and Bill Distribution.
 - Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- j) The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- k) While TP Odisha Discoms would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- l) The Business Associate(s) have to support TP Odisha Discoms for organizing necessary camps to improving the billing percentage.
- m) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TP Odisha Discoms shall ask to the Business Associate for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- n) On the receipt of written complaint from TP Odisha Discoms, the Business Associate(s) shall take action against the particular meter reader within a week of receipt of such complaint.
- o) The meter readings along with the meter status, nature of premises, status of the service and condition/status 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.
- p) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- q) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) –**Refer Annexure 3**.
- r) Meter readings of a consumer shall be taken on the fixed date as specified in schedule/MRU and any deviation of meter reading date will attract penalties.
- s) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- t) Seasonal uniforms along with cap / Rain Coat shall be provided by the BA for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- u) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases of absence of staff in Division Office.
- v) Business Associate(s) shall arrange and help in Redefining of walking sequence as well as Marking of walking sequence for every connection on site through Permanent Marker.
- w) 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.
- x) 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.
- y) TP Odisha Discoms 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 designated TP Odisha Discoms’s EIC, penalties would be imposed accordingly as a wrong remark.
- z) During the course of the engagement, TP Odisha Discoms is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing and Bill Distribution. Moreover, TP Odisha Discoms would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- aa) Any additional information related to the Meter Reading, Spot Billing and Bill Distribution required by the TP Odisha Discoms should be furnished as instructed from to time to time.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

- bb) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- cc) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

9. Cross Area Checking

- a. Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TP Odisha Discoms. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TP Odisha Discoms area and will not be limited to the Division allocated to the Business Associate(s).
- b. The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution Activity.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007****Annexure - Penalty & Incentive:**
(Service Level Agreement)

Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, and Bill Distribution.

1. Penalty on Supervision Charges (SC) of BA:

Billing Coverage of Valid Consumers (%)	Deductions from Supervisory charges ("SC") of BA
99%-100%	Nil
95%-99%	10% of SC
90%- 95%	15% of SC
0- 90%	20% of SC

Note: Penalty shall be levied on Supervision Charges on Business Associate, if Billing Coverage of Valid Consumers in the network (excluding duplicate connections, Ghost consumers, connections not traceable at site etc.) is less than 99% in any month. The BA should ensure that all Duplicate connections, Ghost connections, Connections not found at site etc. shall be reported after every billing cycle. These would be excluded from billing coverage only after necessary verification and confirmation by the Section JE / Commercial Officer / RPO / TL – R&B.

2. Incentive / Penalty for BA Employees (Meter Reader / Supervisor):

Billing Coverage of valid Consumers (%)	Penalty/ Incentive for BA Employees (Meter Reader / Supervisor)
95%-100%	Incentive of Rs. 200 for every >1%
90%-95%	Two Warning letters for 1 st two instances and Rs.250 retention for 1% drop from 3rd instance in the Contract Period
80%- 90%	Warning Letter and Retention of Rs.300/- for every 1% drop (for two instances)
	Notice on 3rd month for 30 days/till month end.
	At the end of 3rd month - Termination Letter
0- 80%	Retention of Rs.300/- for every 1% drop one time (Subject to a maximum amount of 20% of take home salary)
	Notice on end of 1st month
	At the end of 2nd month - Termination Letter

Note: All Penalties clubbed together cannot be more than 20% of Net / take home Salary of Meter Reader, Supervisor and similarly Maximum Penalty on Supervision charges shall be 30%. Duplicate,

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

Ghost, Connection not found etc. cases shall be excluded from Billing Coverage subject to if data with is provided for such consumer by meter reader/Supervisor.

3. Provisional Billing:

If the Provisional cases are found above certain percentages, then the following penalties will be deducted from Meter Reader, Supervisor & Business Associate(s):

S. No.	% of Provisional Billing	Penalty
1	Up to 3%	Nil
2	3-5%	10% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges
3	>5%	15% of Gross Salary of Meter Readers & Supervisors as well as Supervision charges

3. Other Incentive/Rewards:

Sl No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TP Odisha Discoms billing system presently or Disconnected / Removed in TP Odisha Discoms billing system not given in downloaded data(with reading, correct DT/Binder, adjoining CA and Walking Sequence.)	Rs. 250 / Case to concerned meter reader and Rs. 50 / case to Concerned Supervisor through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	5% amount realized against DT/DAE/Misuse case is given to meter reader subjected to maximum cap of Rs 5000 per each case. Supervisor: 2% amount realized against DT/DAE/Misuse is given to supervisor subjected to maximum cap of Rs 2000 per each case. 1% amount realized against DT/DAE/Misuse is given to BA subjected to maximum cap of Rs 1000 per each case.
3	Reporting of offer of un-ethical activity by meter reader/supervisor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

4	Capturing & reporting of correct Mobile No. (Subject to QC by Call Centre Team)	Rs. 5/- per case once per consumer
5	Capturing & reporting of correct E-Mail ID. (Subject to QC by Call Centre Team)	Rs. 5/- per case once per consumer
6	My Tatapower App installation on consumer mobile phone and registering with the Meter Reader's Referral Code	Rs. 10/- to Meter reader for each Installation
7	Digital Payment by Consumer after motivation by Meter Reader & Reporting of Same to Call Centre Team	Rs. 10/- to Meter reader for each Transaction

Incentive of Rs 200 for meter readers to be given on every 1% improvement in OCR actual reading base bill exceeding from 85% in his assigned allocation.

Penalty of Rs 100 for meter readers on every 2% drop in OCR based actual bill, if the Actual reading base coverage is less than 70%

Penalty of Rs 100 for meter readers on every 1% Increase in OCR Time out cases over and above 10%.

4. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader in each circle/divisions (Parameters being OCR billing and Actual Billing only)
- Best Supervisor in a circle/division
- Best Division Coordinator in a Circle

5. Other Penalties

Sl No	Condition	Penalty
1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business Associate(s).
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TP Odisha Discoms prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data (within 2 working days)- Penalty on late submission of	Up to max. of Rs 5000/- for every instance.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

4	In case of Meter Reading, Spot Billing, Bill Distribution (Same day in case of SBM Consumer & within 2 Days in case of Three Phase Consumer) details: LD in case of data	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10 days.
6	In case of Unethical activity Unethical Activity defined as below; Supress Reading, Offsite Reading (reading entry at the location other than the consumer premises), connivance with consumer, misbehaving with consumer.	Penalty of Rs 3000/- per instance will be deducted from BA supervision charges. In case of detection of any unethical act by same meter reader/Supervisor, the BA shall immediately remove the concerned person from TP Odisha Discoms meter reading/supervision work. BA employee shall be black listed from TP Odisha Discoms and his detail will be shared with other Odisha Discoms Any further loss incurred shall be recovered by TP Odisha Discoms from the Business Associate(s).
7	Non-Submission or unclear Photo	Rs.50 /- per case
8	Late Completion of Billing Cycle (i.e. 4 th to 23 rd of every month for SBM Consumer)	5% of the invoices value of the Binder/MRU late submitted per day or Rs. 100/day/binder/MRU whichever is higher (Subject to cap of 30% of total invoice amount per month).
9	Late Completion of Three Phase Reading Cycle (i.e. 1 st to 7 th of every month)	Rs. 100 per Reading per day (Subject to cap of 30% of total invoice amount per month).
10	Data Security breach	Rs.10000/- for each such incident. TP Odisha Discoms also keep right to take action as per prevailing laws including contract termination with security amount infringement.
11	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
12	Wrong/incorrect reporting of the each Mobile No & Email ID	Rs. 10 /- per case

CENTRALIZED CONTRACTS GROUP**NIT No.: TPSODL / CCG / 23-24 / 007**

13	Late submission/ non submission of special reading/ site verification beyond scheduled time or 2 working days.	Rs. 50/- per Case
14	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TP Odisha Discoms works and Penalty of four times of the amount embezzled /bribe to the Business Associate.
15	Where embezzlement and bribe taken any amount	In addition to termination & Blacklisting of the employee, Lodge of Police FIR against the employee has to be taken by the BA under intimation to TP Odisha Discomsand Penalty of four times of the amount embezzled /bribe to the Business Associate
16	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be terminated & black listed immediately.
17.	Intentionally Non- Reporting of Visible theft cases.	Rs. 250 per case identified by Enforcement team/Section JE/ Commercial Officer
18.	Wrong reporting of meter faulty case	Rs 250 per case penalty imposed against BA
19.	Consumer billed previous month but not billed in current month	Rs 100 per case penalty imposed against BA

- I. Maximum penalty to BA under all clauses above shall be limited to 30% of monthly billing charges All penalties would be deducted from the monthly-bill payment made to the Business Associates. 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.
- II. The Executive Engineer of the concerned Divisional Office / HoG - Meter Reading & Billing is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Business Associate feels aggrieved, then it can approach the Head / HoD – RCM / Meter Reading & Billing /**Add. Chief-RCM/** Chief-Commercial at Head office for adjudication.
- III. Other penalties shall be deducted from supervision charges, if not mentioned otherwise in specific penalty clause.

	TP WESTERN ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT- SERVICE ORDERS	
Rev. No	0	Page 1 of 95

CONTENTS	
CLAUSE NO.	DESCRIPTION
1.0	ORGANIZATIONAL VALUES
2.0	ETHICS
3.0	CONTRACT PARAMETERS
3.1	Issue/Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/Time
3.5	Contract Execution Completion Date
3.6	Contract Execution Period/Time
3.7	Contract Price /Value
3.8	Contract Document
3.9	Contract Language
3.10	Reverse Auction
4.0	SCOPE OF WORK
4.1	Indemnity
4.2	Display of notice boards at work site
4.3	Disposal of waste at site
4.4	Deployment of workforce
4.5	Damage of Properties
4.6	Issuance of material
4.7	Company's right to use works
4.8	Rights of TPWODL to vary the scope work
5.0	PRICES/RATES/TAXES
5.1	Changes in statutory Tax Structure
6.0	TERMS OF PAYMENT
6.1	Pre-requisites for payment
6.2	Bills and invoices
6.3	Payment and statutory deductions
6.3.1	Statutory deductions
6.4	Guidelines for raising running/final bills
6.5	Quantity Variation
6.6	Full and Final Payment
7.0	MODE OF PAYMENT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 2 of 95

CONTENTS	
CLAUSE NO.	DESCRIPTION
8.0	SECURITY CUM PERFORMANCE DEPOSIT
9.0	STATUTORY COMPLIANCE
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Compliance to Labour Laws
9.5	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
10.0	QUALITY
10.1	Knowledge of Requirements
10.2	Adherence to Rules & Regulations
10.3	Specifications and Standards
11.0	SAFETY
12.0	GUARANTEE
12.1	Guarantee of Performance
12.2	Guarantee period
12.3	Failure in Guarantee period (GP)
12.4	Cost of repairs on failure in GP
12.5	Guarantee Period for Goods Outsourced
12.6	Latent Defect
13.0	LIQUIDATED DAMAGES
13.1	LD Waiver Request
13.2	Material Recovery
14.0	ASSIGNMENT OR SUBCONTRACTING
15.0	UNLAWFUL ACTIVITIES
16.0	CONFIDENTIALITY
16.1	Documents
16.2	Geographical Data
16.3	Associate's Processes
16.4	Exclusions
16.5	Violation
17.0	INTELLECTUAL PROPERTY RIGHTS
18.0	INDEMNITY
19.0	LIABILITY & LIMITATIONS
19.1	Liability
19.2	Limitation of Liability

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 3 of 95

CONTENTS	
CLAUSE NO.	DESCRIPTION
20.0	FORCE MAJEURE
21.0	SUSPENSION OF CONTRACT
21.1	Suspension for Convenience
21.2	Suspension for Breach of Contract Conditions
21.3	Compensation in lieu of Suspension
22.0	TERMINATION OF CONTRACTS
22.1	Termination for default/breach of contract
22.2	Termination for convenience of associate
22.3	Termination for convenience of TPWODL
23.0	Dispute resolution and arbitration
24.0	Governing laws and jurisdiction
25.0	ATTRIBUTES OF GCC
25.1	Cancellation
25.2	Severability
25.3	Order of Priority
26.0	INSURANCE
27.0	ERRORS AND OMISSIONS
28.0	TRANSFER OF TITLES
29.0	SUGGESTIONS & FEEDBACK
30.0	CONTACT POINTS
31.0	LIST OF ANNEXURES

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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 4 of 95

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 TPWODL, 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 TPWODL 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 TPWODL, Associates and Stakeholders are requested to register any grievance on ethics violation.

3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

TPWODL 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 TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 5 of 95

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 TPWODL.

3.7 Contract Price /Value

The total all inclusive price/value mentioned in the PO/RC of the contract document is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded and shall be subject to adjustment based on actual quantities supplied/actual measurement of work done and accepted and certified by the authorised representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 Contract Document

The Contract Document shall mean and include but not limited to the following:

- NIT/Tender Enquiry, QR, Instruction to Bidders, Special Condition of Contract (SCC) of tender, GCC, Technical & Commercial Specifications including relevant annexure and attachments).
- Bids & Proposals Received from Associate including relevant annexure/attachments.
- Letter of Intent (LOI/RC/PO) with agreed deviations from the tender/bid documents.
- All the Inspection and Test reports, Detailed Engineering Drawings.
- Material Dispatch Clearance Certificate (MDCC).
- Minutes of Meeting (MoM)

3.9 Contract Language

All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels, on deliveries and any other data shall be in English Language.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 6 of 95

The Contract documents and all correspondence between the TPWODL, 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

TPWODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products / services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached in Annexure I. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form as mentioned in the Annexure I as a token of acceptance for the same.

4.0 SCOPE OF WORK

All the activities that are to be undertaken by the Associate to realize the contractual deliverables in completeness form Scope of Work. Following clauses list, but not limited to, major requirements of the scope of work.

The associate shall satisfy himself fully with the details and undertake fully the works as listed in schedule of quantities and conditions, under which the same to be performed. Associate may visit site to equip themselves with all the information required for the execution of work. Unless otherwise stated in the contract, the scope of work shall also include, but not limited to, the following.

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site, storage, preservation, security and handling of the items at 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 TPWODL. All these activities shall be performed in line with original equipment manufacturers' recommendations and/or as per best engineering practices, with due consent of TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 7 of 95

TPWODL 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 TPWODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

In the event, TPWODL 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 TPWODL.

4.1 Indemnity

Associates shall undertake to fully indemnify TPWODL (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 TPWODL, arising due to reasons attributable to any, act, omission of the Associate the Associates, for the entire period of contract including period of guarantee.

Within 7 days of award of work, the Associates shall submit Indemnity Bond in the format as per Annexure-D to Order Issuing Authority.

In case of Labour /Erection/ Services Contracts having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- D to Order Issuing Authority.

4.2 Display of Notice Boards at Work Sites

The Associate shall put up display notice board at each project site where the works are in progress indicating the information given below:

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.
- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

4.3 Disposal of Waste at Site

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

The associates shall follow the below criteria for disposal of waste at site during the execution of project.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 8 of 95

- 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 TPWODL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.4 Deployment of Work Force

Associate shall deploy adequate labour, as considered necessary by TPWODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPWODL. 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.

TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 9 of 95

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 TPWODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

4.8 Rights of TPWODL to vary the scope work

TPWODL 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 TPWODL with a reasonably detailed estimate of the cost of the change in scope outlined in the TPWODL 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 TPWODL.

Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by TPWODL through an amendment to the contract. The amendment shall be treated valid only if signed by the authorized signatory of the original contract.

5.0 PRICES/RATES/TAXES

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by TPWODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 10 of 95

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 TPWODL 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 TPWODL 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 TPWODL.

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 TPWODL'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 TPWODL'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, TPWODL.

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 GST 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 11 of 95

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 TPWODL's notice, TPWODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPWODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPWODL at their sole discretion may deposit the PF etc. with statutory authorities. TPWODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

In case of non-submission of PAN No TDS @ 20% shall be deducted from all payable amounts for which no TDS certificate shall be issued. TDS once deducted as above shall not be revised in any condition.

6.3.1 Statutory Deductions

TPWODL 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 TPWODL'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) of TPWODL.

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 TPWODL 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 TPWODL 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, TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 12 of 95

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 TPWODL Engineer-in-Charge before raising any bill of work done. In the event Associate fails to do so, TPWODL at their sole discretion, may take measurements of work done and proceed as deemed fit and in such an event Associate's right to lodge any subsequent claim shall stand forfeited.

8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 15 days from the effective date of issue of PO/RC, Security cum Performance Bank Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to TPWODL 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 TPWODL 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 TPWODL. 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 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 TPWODL indemnified in this regard against any such

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 13 of 95

claim and provide documentary evidences of the same to TPWODL. TPWODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

Associate should ensure adherence to all applicable laws, rules and regulation applicable under this contract from time to time. In case of violation any risk, costs etc. shall be in associates account and keep TPWODL indemnified always till completion of contracts.

9.2 SA 8000

TPWODL 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

TPWODL 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**

TPWODL 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 TPWODL has taken initiative by proposing relaxations in contract clauses as per below:

S.No.	Initiative	for SC/ ST BA's	Guideline Document
1	Tender Fees	100% waiver for SC/ST community	All Open Tenders
2	Earnest Money Deposit	50 % relaxation of estimated EMD value	All limited and Open Tenders
3	Performance Bank Guarantee	50% relaxation in PBG for order value above 50 lacs else 25% relaxation	All limited and Open tenders
4	Turnover	25% relaxation in company turnover under qualifying requirement criteria	All Open Tenders

****Classification of BA s under SC/ST shall be governed under following guidelines:**

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 14 of 95

- 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 TPWODL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, TPWODL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

9.5 Compliance to Construction and Demolition Waste Management Rules & Environment (Protection) Amendment Rules

BA is liable to follow the Construction and Demolition Waste Management Rules- 2016, Environment (Protection) Amendment Rules- 2018 and Guidelines on dust mitigation measures in handling construction material and C&D wastes issued by CPCB.

Following are some main points of above Rules/Guidelines for Construction work, cable laying jobs etc.

1. Barricading to be provided at site to cover complete area.
2. Construction material and waste should be inside the closed area made by using barricading.
3. Water sprinkling/fine spray from nozzles to be done to suppress the dust.
4. The board of Dust mitigation measures shall be displayed at site for public viewing with required details.
5. Loose sand or soil and construction material that causes dust shall be covered.
6. Transport material that are easily wind borne need to be covered by a sheet made of either jute, tarpaulin, plastic or any other effective material.
7. All areas for storing C&D waste/construction material to be demarcated and preferably barricaded particularly those materials that have potential to be dust borne.
8. Grinding and cutting of building materials in open area shall be prohibited.
9. Construction material and waste should be stored only within earmarked area and road side storage of construction material and waste shall be prohibited.
10. No uncovered vehicles carrying construction material and waste shall be permitted.
11. Construction and demolition waste processing and disposal site shall be identified and required dust mitigation measures to be notified at the site.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 15 of 95

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 TPWODL/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 TPWODL 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 TPWODL. 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 TPWODL, 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 TPWODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPWODL. 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 TPWODL's Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority:

- Safety of Human Beings.
- Safety of Equipment/Assets.
- Timely Completion of Contract.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 16 of 95

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPWODL 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 TPWODL 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, TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, the Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPWODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPWODL within 7 days of reporting the issue by TPWODL. 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 17 of 95

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, TPWODL 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 TPWODL, 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, TPWODL 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 TPWODL, as described below:

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 18 of 95

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 TPWODL 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 TPWODL 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/outsouce the schedule of activities of contract TPWODL enters with the associate, in part or full, without TPWODL's prior written approval. However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPWODL'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 TPWODL 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 TPWODL for inclusion for outsourcing. The Associate shall give approval or shall refuse approval in writing within thirty (30) days of receipt of such request. However the Associate shall not be entitled for any additional contract execution time whatsoever in lieu of the process for approval for outsourcing agencies, and shall be held responsible for any delay in the project execution time.
- Shall remain jointly and severally liable for any action, deficiency, and/or negligence on the part of his outsourcing agencies. The approval extended by the Associate to outsourcing agencies recommended by the Associate shall not discharge the later from his Contract obligations.

Shall submit to the Associate unpriced copies of purchase orders with technical specifications included in the orders, placed on outsourcing agencies as soon as the respective orders have been placed by the Associate.

15.0 UNLAWFUL ACTIVITIES

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 19 of 95

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 TPWODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPWODL, 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 TPWODL in connection with the performance of the contract shall be held confidential by the Associate and shall remain the property of the TPWODL 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 TPWODL.

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 TPWODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the TPWODL and upon execution of confidentiality agreements satisfactory to the TPWODL 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. TPWODL 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 TPWODL. 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 TPWODL under the Contract shall be passed on to the TPWODL. The TPWODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

The provision of Clauses 16.1 to 16.3 shall not apply to information:

- Which at the time of disclosure are in the public domain which later on become part of public domain through no fault of the party concerned, or

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 20 of 95

- 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 TPWODL.

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 TPWODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPWODL.

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 TPWODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPWODL 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 TPWODL 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 TPWODL is held liable for by any court judgement. In this connection, the TPWODL shall pass on all claims made against him to the Associate for settlement.

The Associate assumes responsibility for and shall indemnify and save harmless the TPWODL 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 TPWODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 21 of 95

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 TPWODL.

The TPWODL 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 TPWODL 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 TPWODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPWODL.

TPWODL shall have no liability or any special, incidental, indirect or consequential Damages for any loss of Business Contracts, revenues or other financial loss arising out of this Contract.

19.2 Limitation of Liability

The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.

20.0 FORCE MAJEURE

Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- Politically motivated sabotage, or terrorism, etc.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 22 of 95

- 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

TPWODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business day notice for all other contracts.

Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to TPWODL, 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 23 of 95

On receipt of resumption notice from TPWODL, 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

TPWODL 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 TPWODL and not due to any breach of contract conditions by the associate, TPWODL 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 TPWODL.

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 TPWODL 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 TPWODL 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 TPWODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 24 of 95

- g. In case any reasonable information has been received by TPWODL 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 TPWODL.

If the default or breach as specified under clause 22 (except sub clause g thereof) be committed by the Associate for the first time, TPWODL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPWODL then TPWODL 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, TPWODL shall have the right to terminate all the contracts TPWODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPWODL available to it under law.

Without prejudice to its right to terminate for breach of contract, TPWODL 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 TPWODL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

- a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b. Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPWODL.
- 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 TPWODL 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 TPWODL 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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 25 of 95

- e. It shall be open to TPWODL 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 TPWODL 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 TPWODL 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, TPWODL 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 TPWODL 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 TPWODL 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 TPWODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPWODL 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, TPWODL shall be entitled to bar the associates its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning TPWODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPWODL.

22.2 Termination for convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPWODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPWODL, Associate will have to pay TPWODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

22.3 Termination for Convenience of TPWODL

TPWODL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. TPWODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 26 of 95

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 Sambalpur. 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 TPWODL or suspended by the arbitrator. Further, TPWODL 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 Sambalpur and any matter arising here from shall be subject to applicable law in force in India.

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates.

25.2 Severability

If any portion of this GCC is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this GCC shall remain in effect.

25.3 Order of Priority

In case of any discrepancies between the stipulations in General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated hereinabove while balance portion of respective clauses of GCC shall continue to be applicable.

26.0 INSURANCE

The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in TPWODL 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 TPWODL 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. TPWODL shall stand fully indemnified in this respect.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 27 of 95

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 TPWODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPWODL 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 TPWODL is after commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the TPWODL 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 TPWODL.

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 TPWODL; be it our Company, our services or our people. Each and every concern, issue, query and suggestion from you will help us to become a better company to work with and shall help us develop a strong bonding of trust and a long term relationship with you.

You may send your feedback by filling up our Business Associate Feedback Form enclosed herewith as *Annexure-I*. You can also log on to our website www.tpwesternodisha.com to provide your feedback.

30.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be submitted by log on to our website www.tpwesternodisha.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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 28 of 95

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	J
11.	Form for RTGS Payment	J
12.	Contractor Safety Management System	K
13.	Vendor Appraisal Form	L

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

The TP Western Odisha Distribution Limited

Burla

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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 29 of 95

called "the BANK) are bound unto The TP Western Odisha Distribution Limited (TPWODL) in the sum of for which payment well and truly to be made to the TPWODL 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 TPWODL 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 TPWODL upto the above amount upon receipt of its first written demand, provided that in its demand the TPWODL will note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

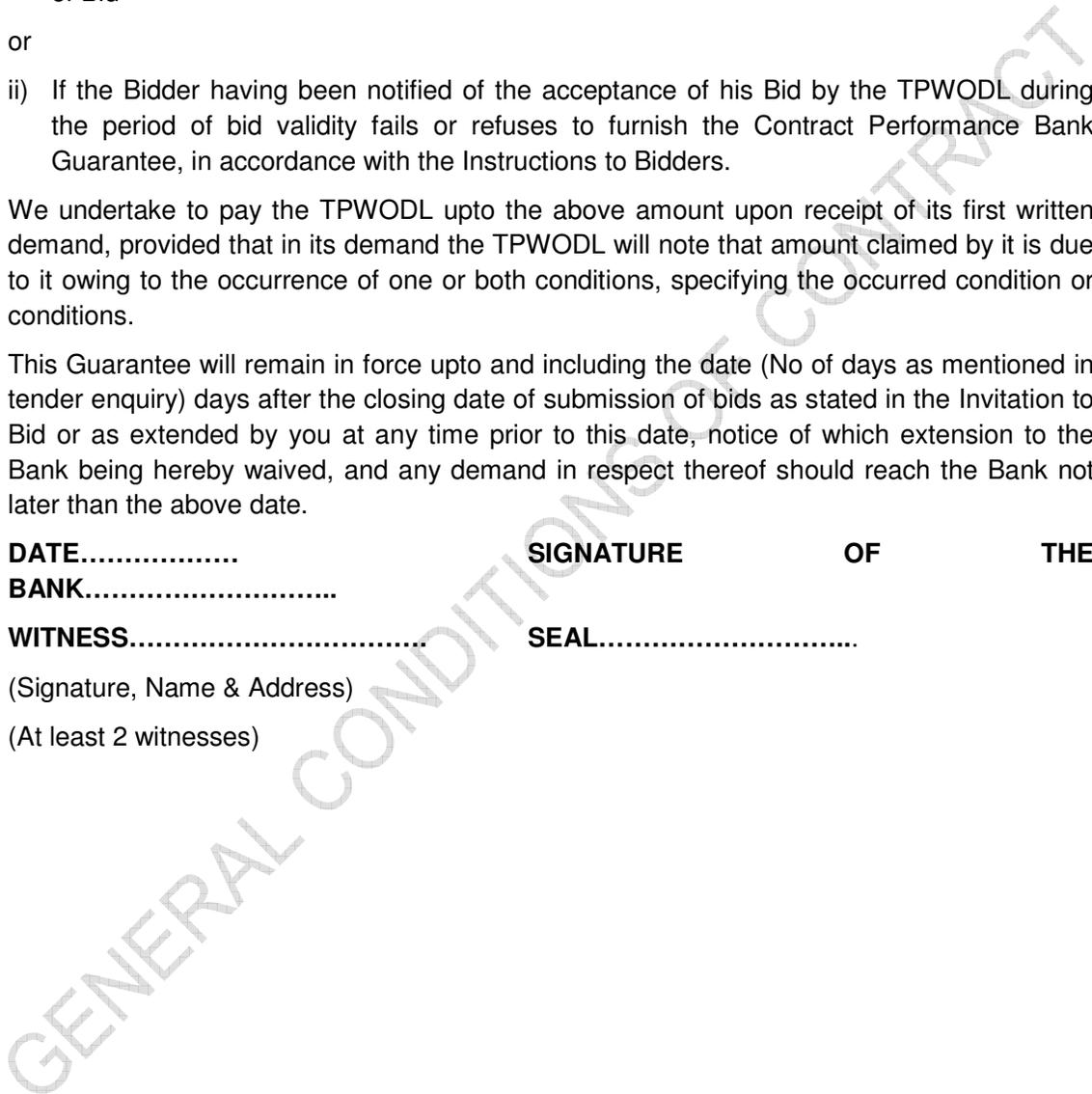
This Guarantee will remain in force upto and including the date (No of days as mentioned in tender enquiry) days after the closing date of submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

DATE..... **SIGNATURE** **OF** **THE**
BANK.....

WITNESS..... **SEAL.....**

(Signature, Name & Address)

(At least 2 witnesses)



Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 30 of 95

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

The TP Western Odisha Distribution Limited

Burla

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 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 31 of 95

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 Sambalpur branch and claim will also be payable at Sambalpur Branch (to be confirmed by Sambalpur Branch by a letter to that effect in case BG is from the branch outside Sambalpur)
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____) only and the guarantee will remain in force upto and including _____ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one months from _____ (expiry date) i.e. on or before _____ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at _____ this _____ day of _____ 200__

Witness

- | | |
|----------|--|
| 1. _____ | Bank's rubber stamp
Banks full address |
| 2. _____ | Designation of Signatory
Bank official number |

ANNEXURE-C

PROFORMA FOR "NO DEMAND CERTIFICATE" BY ASSOCIATE

(On Company's Letter head or with Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 32 of 95

(To be submitted by the Associate to TPWODL 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 TPWODL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by TPWODL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with TPWODL 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 TPWODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Dated

Signature

Place

Name

Designation

(Company Seal)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 33 of 95

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. TPWODL 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. TPWODL.

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. TPWODL 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. TPWODL 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. TPWODL 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
(Company Seal)**

Name Designation

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 34 of 95

ANNEXURE-E

**PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS
CERTIFICATE**

To be printed on the letterhead

To,

The TP Western Odisha Distribution Limited,

Burla

Sub: Application for issuance of Consolidated TDS Certificate for the FY _____

Dear Sir,

I / we hereby request / authorize you to issue me / us a consolidate TDS Certificate for the financial year _____ against tax deducted at source by you from my / our payments / bills during the said year from time to time under Chapter XVII – B of the Income Tax Act, 1961.

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 35 of 95

ANNEXURE - F

SERVICE LEVEL AGREEMENT

(To be adhered to by Business Associates (BAs) in TPWODL on Human Resource Issues)

1.0 The following shall be adhered to by the Business Associates during his / its association with TPWODL:

Shall Abide by TPWODL 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 TPWODL would also ensure adherence of these values by his employees / persons deployed by him in connection with his works undertaken in TPWODL.

3.0 TPWODL is a signatory to the United Nation Global Compact as an integral part of its Governance principles / business. The Business Associates are required to:

- a) Support and respect the protection of human rights and make sure that they are not complicit in human right abuses.
- b) Respect freedom of association and effective recognition of the right to collective bargaining.
- c) Not to resort to any form of forced and compulsory labour.
- d) Shall ensure abolition of child labour in his area of work.
- e) There is no discrimination in respect of employment and occupation in respect of his employees.
- f) Support precautionary approach to environmental challenges.
- g) Promote greater environmental responsibility by himself and his employees in his areas of work.
- h) Deploy and defuse environmental friendly technologies while carrying out the works.
- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 36 of 95

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 TPWODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7th / 10th day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPWODL 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 / TPWODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPWODL 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 TPWODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 37 of 95

- m) The Business Associate appreciates with and acquiesces to the right of TPWODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPWODL 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 TPWODL 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 TPWODL business.

5.0 The 'Statutory Compliance Enforcement System' in TPWODL 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 TPWODL 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).
- 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).

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 38 of 95

- b) Copy of PF Challan (latest by 26th day of every Month).
- c) Copy of ESI Challan (latest by 26th day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPWODL authorities.
- f) Certification of wage disbursement by authorized representative of TPWODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the work place.

8.0 Requirements for 'No Objection Certificate' (NOC) for closure of work:

- a) Submission of duly filled up Form VI A (Notice of Completion).
- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).
- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.

Enclosure:

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 39 of 95

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 TPWODL : Yes/No
If yes, furnish details:
15. Details of Workmen's compensation Policy, if applicable

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 40 of 95

Name _____ of _____ Insurance _____ Company _____

Policy No Number of persons covered
 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 TPWODL 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 TPWODL Premises on my behalf.

Date:

***(Signature of the Business Associate
or his Authorized Representative)***

This Business Associate is / will be engaged in TPWODL.

**(Signature and seal of
Officer I/c of the Work)**

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 41 of 95

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:

Form XI

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 42 of 95

Undertaking

With reference to the contract job awarded by M/s The TP Western Odisha Distribution Limited to M/s _____ to 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, 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 TPWODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

_____)

(

Authorized Signatory

For

M/s

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 43 of 95

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 _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 44 of 95

1. Name and address of the Contractor
2. Name and address of the Establishment
3. Name and address of the Principal Employer
4. Duration of Contract: From _____ to _____
5. No. of days during the half year on which
 - (a) the establishment of the principal employer had worked
 - (b) the contractor's establishment had worked
6. Maximum No. of contract labour employed on any day during the half –year:

Men	Women	Children	Total

7.
 - (i) Daily hours of work and spread over
 - (ii)
 - (a) whether weekly holiday observed and on what day
 - (b) if so, whether it was paid for
 - (iii) No. of man – hours of overtime worked
8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : _____
- (ii) Rest rooms : _____
- (iii) Drinking water : _____
- (iv) Crèches : _____
- (v) First Aid : _____

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 45 of 95

Signature of

contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 46 of 95

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

ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS				
Rev. No	0	Page 47 of 95			

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 "TPWODL 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

Sambalpur Within 200 kms from Sambalpur More than 200 kms from Sambalpur

Your nearly turnover with TPWODL

Less than 25 Lacs 25 Lacs to 1 Crore More than 1 Cr.

Additional information

Your Name	
Your Designation	
Your Organization	
Contact Nos.	
Email	

We once again thank you for your participation in this survey. Please spare 10 minutes to give your feedback on following pages (Section A to E)

SECTION - A

(Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.).

S.	Parameters	1	2	3	4	5	Remarks/
----	------------	---	---	---	---	---	----------

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 48 of 95

No.		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	Suggestion
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	TPWODL demonstrate willingness to be flexible in administration of Contract / Purchase Order						
7	We provide timely responses / clarifications to your queries						
8	TPWODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPWODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPWODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPWODL 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						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 49 of 95

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPWODL never defaults on contractual terms						
15	In TPWODL 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	TPWODL Employees follow Ethical behavior						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS		
Rev. No	0	Page 50 of 95	

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 TPWODL 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 TPWODL in comparison to your other clients in terms of fairness of treatment and transparency with its Business Associates?						
3	How would you rate TPWODL in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates						
4	How would you rate TPWODL in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates						

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 51 of 95

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 TPWODL, would you like to continue your relationship with TPWODL?					
2	If someone asks you about TPWODL, would you talk “positively” about TPWODL?					
3	Would you refer TPWODL 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 TPWODL, that truly represents your overall satisfaction with us (please tick appropriate box) –

1
 2
 3
 4
 5
 6
 7
 8
 9
 10

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 52 of 95

SECTION – E

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

Please spare your thoughts for TPWODL'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 TPWODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPWODL'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 TPWODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s & Contracts</i>	
2	<i>Timely response to quarries</i>	
	<i>Timely certification of works executed</i>	
3	<i>Clarity in Specs, drawings, other docs etc.</i>	
	<i>Adequate information provided on website for tender notification, parties qualified etc.</i>	
4	<i>Timely receipt of material at site for execution</i>	
	<i>Performance Guarantee/EMD released in time</i>	
5	<i>Inspection & quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 53 of 95

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, TPWODL 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. TPWODL 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. TPWODL will make every effort to make the bid process transparent. However, the award decision by TPWODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPWODL, 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 TPWODL.
6. In case of intranet medium, TPWODL shall provide the infrastructure to bidders. Further, TPWODL 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 TPWODL.
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 TPWODL 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 TPWODL.
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 - J

To,

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 55 of 95

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 TPWODL well in time at our own. Further, we kept TPWODL 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, TPWODL Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

2. SCOPE

All contracts (minor and major) will be subject to the provisions of this document.

Minor Contracts: Contracts which satisfy all the criteria listed under the head “Minor Contracts”.

Major Contracts: Contracts which satisfy any two or more criteria listed under the head “Major Contracts”

Criteria	Minor Contracts	Major Contracts
Value of Contract	< Rs. 1500000/- (less than Rs. Fifteen Lac)	>= Rs. 1500000/- (Equal or more than Rs. Fifteen Lac)
Period	Period less than 1 year	Any period
Working on energized electrical equipment	No	Yes
Working on height (above 1.8 Mtrs from ground)	No	Yes
Work involving construction activity	No	Yes
Working with hazardous goods or chemicals	No	Yes
Work involving danger to general public	No	Yes

Note: Exceptions for major and minor contract are – in house software development, supply of material or equipment but no direct or indirect installation of the same material, administration contracts (courier, water supply, printing, security, transport, etc.), minor civil work like plastering at ground level or flooring, etc. The facility management (housekeeping) contract will always be treated as a minor contract.

3. INFORMATION REQUIRED AT TIME OF VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

3.1 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid /

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 57 of 95

tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.

3.2 Business Associate is required to take suitable risk control measures mentioned against the identified Hazards and Risk document provided for all contracts as per *annexure 2*. The primary objective of this is to evaluate the understanding of the BA towards risk mitigation and employment of safe work procedures. BA is required to conduct the Hazard identification and Risk Assessment study as per the procedure and deploy more or other measures if deemed necessary.

3.3 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

4. GENERAL SAFETY CONDITIONS REQUIRED TO BE FULFILLED BY BUSINESS ASSOCIATES

The requirements of the contractor safety management system applicable to the minor or major contracts related to various groups are as following –

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
- 4.2 Distribution Projects – *Annexure 3.2*
- 4.3 EHV Projects – *Annexure 3.3*
- 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
- 4.5 Civil / Generation Projects – *Annexure 3.5*
- 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AML, MRG, etc. – *Annex3.6*
- 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*

1. *Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.*

(Details as per Annexure attached)

Note: *For minor contracts, the BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver all duties and responsibilities of Safety Supervisor as detailed in this document.*

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPWODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the DOSEC of TPWODL 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 TPWODL. After getting the clearance from DOSEC, BA cell and receiving temporary I-card issued by TPWODL, Business Associate shall commence the working.

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPWODL. **BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPWODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 58 of 95

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.** TPWODL 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 TPWODL. 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 TPWODL. 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 TPWODL Road Safety Policy and are in good & safe state of working.

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

Qualification and experience required for the safety and site personnel are as following:

5.1 Safety Supervisor: It is mandatory that educational qualification of safety supervisor be ITI (of relevant trade) / Diploma (Any branch of engineering) and he has a working experience on electrical system / relevant field of work at least 5 yrs for ITI and 3 years for Diploma holder. Having formal experience of the safety systems will be an added advantage

5.2 Safety Engineer: It is mandatory that educational qualification of safety engineer be at least Diploma (relevant branch) and he has working experience on electrical system of at least 3 yrs. Having the formal experience of the safety systems will be an added advantage.

5.3 Safety Manager: The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

However, clause 5.1, 5.2 and 5.3 are not applicable for minor contracts. In such cases, BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver required duties of Safety Representative (as per clause 5.5) in addition to other duties without diluting the importance of safety.

5.4 Site Skilled Personnel: For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by TPWODL 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,

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 59 of 95

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 TPWODL.
- 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 TPWODL as mentioned in TPWODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPWODL
- 5.5.7 Working in close coordination SAFETY Group of TPWODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and SAFETY Group of TPWODL 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

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 TPWODL, are not deployed at TPWODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPWODL 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 TPWODL*)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 60 of 95

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 TPWODL 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 TPWODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPWODL 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 TPWODL at the actual cost of the PPE. The amount shall be charged to BA and same shall be first recovered from the current bill of BA or any future payment to be made to BA. In the event of any balance amount still left for recovery, the same shall be adjusted against retention amount or by invoking bank guarantee submitted by BA.

5.8 Safety Audit / Inspection & HIRA: The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the *annexure 8*. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) as per *annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

- Engineering Control
- Management Control, and
- Personal Protective Equipment.

The safety representative of BA shall inform and educate for the identified risk and hazard control methods to employees, supervisor and engineer as well as the engineer in-charge and SAFETY group of TPWODL.

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 TPWODL 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 61 of 95

- 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 TPWODL 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 TPWODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

6.2 Measures of Reward and Punitive Measures

The Engineer In-Charge, NSO, SC, ASOs, CSI / SIs and SAFETY group will conduct the surprise audits of the work / project and if any non-conformance is found the same will be booked and entered in the format "Safety Violation Record" *annexure 10*. The flow of the information is given below:

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPWODL 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	Engineer In-charge

current bill of the BA, <i>if any</i> .	
↓	
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 TPWODL for a period of one year from the date of the 3rd violation.

6.3 Safety Violation Escalation Matrix

6.3.1

GENERAL CONDITIONS OF CONTRACT

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				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 64 of 95

TPWODL encourages the reportage of the safety violation during the contract work by BA. Any TPWODL 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 TPWODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

Consequence Of an Incident / Accident (In case of MAJOR contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	F (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	F	G	G	H	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	G	G	H	I	
4	Single fatality	J	K			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	K				
Legend	Action to be taken	Responsibility	Penalty (in Rs.)	<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>		
F	Memo to BA and levy of penalty	Engineer Incharge	5,000/-			
G	Memo to BA and levy of penalty	Head of Group	20,000/-			
H	Memo to BA and levy of penalty	Head of Group	50,000/-			
I	Memo to BA and levy of penalty	Head of Department	2,00,000/-			
J	Memo to BA and levy of penalty	Head of Department	5,00,000/-			
K	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head	10,00,000/-			

Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 65 of 95

Consequence Of an Incident / Accident (In case of MINOR contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	L (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	L	M	M	N	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	M	M	N	O	
4	Single fatality	P	Q			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	Q				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
L	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
M	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
N	Memo to BA and levy of penalty	Head of Group		25,000/-		
O	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
P	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
Q	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		
Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts						

(For example: In minor contracts, if a worker meets with a non-fatal accident say bone injury (Cat. 3) where he was hospitalized for more than 48 hrs then a penalty of amount Rs. 10,000/-, will be charged from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 25,000/- on subsequent incidents as per the above matrix.)

In case of single or multiple fatalities described under legends J&K of 6.3(2) and P&Q of 6.3(3), the concerned BA may be debarred from extension of contract or participate in new contract. In such event the approval of Chief (O & S) will be necessary for extension or award of new contract to concerned BA.

6.3.2 COMPENSATION FOR BA PERSONNEL

In the event of any untoward incident/ accident, the Business Associate shall ensure prompt medical assistance such as treatment, sickness benefit, etc. is provided to the victim(s) as per the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable. Also, the BA will be required to take adequate measures for compensating the victim(s) or his/her/their kin as follows:

I. For Death or Permanent / Total Disablement

The BA shall take an insurance coverage of at least Rs. 10 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

II. For Permanent Partial Disablement and Temporary Total Disablement

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 66 of 95

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 TPWODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 10 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

6.3.3 TPWODL 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 TPWODL. 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

TPWODL	TP Western 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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 67 of 95

PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 68 of 95

Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

Certification					
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.					
Company Name:					
Turnover and experience:		Name of top officer:			
Date:		Position			
Contract Details					
Contract Name		Contract Number:			
Business Associates Safety Management System Questionnaire		Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>					
- Is there a written company Safety policy? - If yes provide a copy of the policy, if No please refer Note 1.		1			
- Does the company have an Safety Management system - If yes provide details, if No please refer Note 1.		1			
- Is there a company Safety Management System manual or plan? - If yes provide a copy of the content page(s), if No please refer Note 1.		2			
- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff? - If yes provide details, if No please refer Note 1.		2			
<i>Safe Work Practices and Procedures</i>					
- Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract? - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.		1			

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS		
Rev. No	0	Page 69 of 95	

Certification				
- Comments				
- Is there a register of injury or accident? - If yes provide a copy (format)	1			
- Is there a documented incident or accident investigation procedure? - If yes provide a copy of a standard incident report form, if No please refer Note 2. - Comments	1			
<i>Safety Training</i>				
- Describe how occupational health and safety training is conducted in your company If No please refer Note 1.	2			
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records, if No please refer Note 2.	1			
- Are regular safety inspections / audits are undertaken at worksites? -If yes provide details (formats), if No please refer Note 3.	1			
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS		
Rev. No	0	Page 70 of 95	

Certification				
- Is there an officer / supervisor responsible for monitoring workplace / worksite safety? - If yes provide details	1			
<i>Safety Performance Monitoring</i>				
- Are employees regularly provided with information on company health and safety performance? - If yes provide details	1			
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details	NO Marks (Negative mark ONE for each case)			
- Has there been any major accident of employee at TPWODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPWODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
<i>Company Reference</i>				
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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 71 of 95

2: The vendor may submit the same in the Safety Action Plan.

3: The vendor may utilize the same format of TPWODL or on request SAFETY group will assist the vendor in developing the audit system. For other points also vendor may take the assistance of SAFETY group for development of Safety management system.

4: The vendor may submit the Safety Improvement Plan and Safety Action Plan for his employees based on following points.

- i. Action plan for enhancing safety awareness*
- ii. Action plan for safety training of employee*
- iii. Action plan for increasing safety audit in field*
- iv. Action plan for provision and utilization of safety PPE.*
- v. Action plan for fatality reduction.*
- vi. Action plan for enhanced supervision at site*
- vii. Action plan for making employee more responsible and accountable for safety.*
- viii. Action plan for availability and utilization of all required tool and equipment.*
- ix. Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.*
- x. Safety initiatives planed or started recently.*
- xi. Any other point.*

Based on above points and documentary evidences vendor will be required to submit a detailed report in support of his bid. The bid evaluation committee and competent authority will scrutinize the facts and the evidence submitted. If found satisfactory competent authority i.e. CTO may accord his approval for bid opening otherwise his tender shall be disqualified.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 72 of 95

Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

Business Associate:
Scope of the work:
BA's Representative:
Telephone:
Signature:
Date:

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> 1. Mandatory usage of JSA checklist prior to start of work 2. Use appropriate ladder 3. Use full body safety harness having double lanyard. 4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Refer Work instruction related to Working at Height for other details 8. Use of metal scaffold to be ensured in height work (cup lock type) 9. Deploy competent workforce who are medically fit
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> 1. Mandatory usage of JSA checklist prior to start of work 2. Use Electrical Safety Shoes while working on electrical network. 3. Use Electrical Safety gloves of appropriate voltage rating. 4. Use face shield / visor attached with helmet. 5. Use Safety helmet. 6. Use PPE as per the annexure 7 of this CSM document 7. Mandatory usage of Insulated tools & tackles on electrical system 8. Mandatory compliance for Lock Out & Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details
Excavation / Civil work	Collapse of soil, Fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> 1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 73 of 95

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> 1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> 1. Mandatory compliance of TPWODL Road Safety policy W07 (COR-P-12)
<p><i>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.</i></p>			

Guidelines for filling the Risk Assessment Form

- *Specific Task/Activity* - The documentation of each major task associated with the contract.
- *Potential Hazards* - The identification of hazards associated with each activity or task to be carried out.
- *Class of Risk* - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- *Control Measure* - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

A BA awarded a contract (O&M) work of maintenance of distribution network will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 74 of 95

- 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 TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- 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 TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

A BA awarded a major contract work of TS&P in area of a circle will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 76 of 95

- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- 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 TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- 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 TPWODL Safety Manual for details.



Annexure 3.4 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Sub – Transmission Network Contracts:

A BA awarded a major contract work of maintenance of sub – transmission network in area of a power system will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 77 of 95

- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



Annexure 3.5 (Refer Para 4.0)

General Safety Conditions for the major contract work in Civil / Generation Projects:

A BA awarded a major contract work of / in civil or Generation project will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- 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 TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 78 of 95

- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- 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 TPWODL Safety Manual for details.



Annexure 3.6 (Refer Para 4.0)

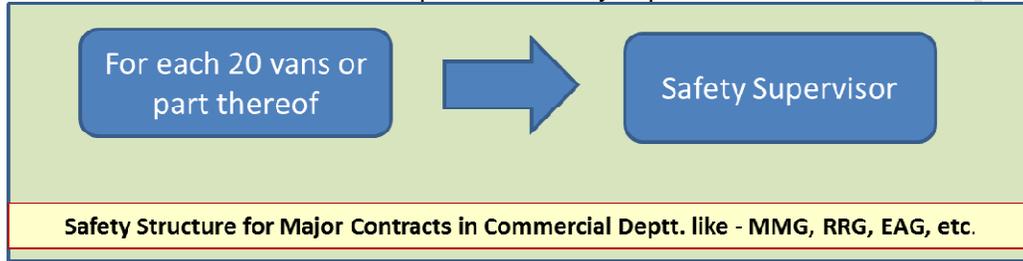
General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:

A BA awarded a major contract work in meter management group & energy auditing group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- 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 TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 79 of 95

- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



Annexure 3.7 (Refer Para 4.0)

General Safety Conditions for the major contract work in O&M of street light group:

A BA awarded a major contract work in operation and maintenance of street light group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- 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 TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 80 of 95

- 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.



GENERAL CONDITIONS OF CONTRACT

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 81 of 95

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 TPWODL 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 Western Odisha Distribution Limited (TPWODL) so as enable TPWODL 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 TPWODL specifically. , failing which TPWODL 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.
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.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 82 of 95

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 TPWODL .
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 TPWODL 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 TPWODL / 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 TPWODL or to which TPWODL 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 TPWODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

Verified at **Sambalpur** on this _Day of _____ 20__ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

Annexure 5 (Refer Para 5.4)

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

Skill / Qualifications Required for Electrician (Certificate of Competency Class-II):

1. Formal education in ITI – Wireman/ Electrician trade.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 83 of 95

OR

2. Working experience of minimum three years of practical wiring.

OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, Odisha Govt. / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

Skill / Qualifications Required for Electrical Supervisor (*Certificate of Competency Class-I*):

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.

OR

2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.

AND

Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively

OR

3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 84 of 95

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 TPWODL
 - Identification of Risks associated with the maintenance work and planning for controlling measures by TPWODL supervisor
 - Creation of safety zone by TPWODL supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
 - Start of the work – Right person for the right job
 - Alert supervision
 - Completion of the job – Check points
 - Energization of network
 - Actions to be taken in case of some accident

Session: 2

Topic: Use of Electrical Testing Equipment

Methodology: Lecture and Practical Demonstration

Sub Topics:

1. Meggar, Hi Pot, Clamp On Meter, Neon Tester, Discharge Rod, Line tester etc.

Session: 3

Topic: Awareness of Electrical Safety Aspects

- A. Understanding the need of this Training and Safety
- B. Learning specifics of HT & LT Network
- C. Major type of work to be carried out in zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
 - Planning of the job
 - Availability of men, material & machine, PPEs, Safety gear and approved PTW
 - Briefing of the job by the supervisor
 - Permit to Work
 - Safety Tagging and Lock Out Tag out
 - Identification of Risks associated with the work to be carried out and planning for controlling measures by proper supervision

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 85 of 95

- 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 TPWODL 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 TPWODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 86 of 95

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 TPWODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

Note:

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPWODL.

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 87 of 95

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. TPWODL 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 TPWODL standard	
08	Reflective jacket to each workmen	As per TPWODL 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 TPWODL)

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 90 of 95

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 TPWODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPWODL.	
	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

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 91 of 95

Details of the Safety Violations:

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 TPWODL site audit checklist F29A(COR-P-12))

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participation

Signature of the BA Safety Representative
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5th of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.

BA may include additional lines if required. The TPPDL may revise the format as and when deemed required.

ANNEXURE-L

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 92 of 95

VENDOR APPRAISAL FORM

TO BE SUBMITTED BY VENDOR (To be filled as applicable)		
VENDOR:		
1.0	DETAILS OF THE FIRM	
	1.1	NAME (IN CAPITAL LETTERS) :
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc. :
	1.3	YEAR OF ESTABLISHMENT :
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO. :
	1.5	LOCATION OF MANUFACTURING UNITS :
		i) UNITS 1 :
		ii) OTHER UNITS :
2.0	PRODUCTS MANUFACTURED :	
3.0	TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT). :	
4.0	VALUE OF FIXED ASSETS :	
5.0	NAME & ADDRESS OF THE BANKERS :	
6.0	BANK GUARANTEE LIMIT :	
7.0	CREDIT LIMIT :	
8.0	TECHNICAL	
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS) :
	8.2	NO. OF DRAUGHTSMAN :
	8.3	COLLABORATION DETAILS (IF ANY) :
		8.3.1 DATE OF COLLABORATION :
		8.3.2 NAME OF COLLABORATOR :
		8.3.3 RBI APPROVAL DETAILS :
		8.3.4 EXPERIENCE LIST OF COLLABORATOR :

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 93 of 95

		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
9.0	MANUFACTURE		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 94 of 95

	9.11	CARE IN HANDLING	:
10.0	INSPECTION / QC / QA / TESTING		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)		
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS		
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)		
14.0	POWER SITUATION		
15.0	LABOUR SITUATION		
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED		

Doc. Title	GENERAL CONDITIONS OF CONTRACT - SERVICE ORDERS	
Rev. No	0	Page 95 of 95

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.
- **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.