

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 / 008****OPEN TENDER NOTIFICATION****FOR****Rate Contract****for Revenue Collection, Operation of Collection Centre****& Collection Van Services****for TPCODL / TPNODL / TPSODL / TPWODL****for 3 (Three) Years****Tender Enquiry No.: TPCODL / CCG / 2023-24 / 008****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**

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 008****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, Bhubaneswar
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	

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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>

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 008****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/ TPCODL / TPNODL / TPSODL / TPWODL and its Group Companies shall supersede feedback from other Customers.
- d. Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 008****CONTENTS OF THE ENQUIRY**

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 008****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 / 008	Rate Contract for Revenue Collection, Operation of Collection Centre & Collection Van 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).

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- 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 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.

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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.

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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.

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- 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

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TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

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“Rate Contract for Revenue Collection, Operation of Collection Centre & Collection Van Services for 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

The technical bid shall be properly indexed and is to be submitted through TPCODL E-

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 008****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

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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.

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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.

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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

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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 / 008**

- 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. Collection Bank Guarantee for each individual division shared as per Annexure, The BA shall be submitted by the BA within 07 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus three month i.e. 27 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,

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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).

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. 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.
- p. 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

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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.
- 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 / 008

ANNEXURE I
Schedule for Items (Price Bid)

(Attached Separately for Each Discom)

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 2023-24 / 008****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 / 008****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 / 008****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 / 008****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 / 008****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 / 008

Annexure VII

Scope of Work & Service Level Agreement

(Attached Separately for each Discom)

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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 / 008

Annexure IX

General Conditions of Contract (GCC)

(Attached Separately for each Discom)

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

S. No.	Description	UOM	Basic Unit Price (Rs.)	GST @ 18%	All-Incl. Unit Price (Rs.)	Circle-BBSR-I (Cir-I)					
						BCDD-II, BBSR	Total Cost (Rs.)	BED, BBSR	Total Cost (Rs.)	NED, Nimapar a	Total Cost (Rs.)
1	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	55	8,55,362.75	17	2,64,384.85	159	24,72,775.95
3	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	6	1,05,427.74	2	35,142.58	12	2,10,855.48
5	Mobile Data Charges	Month	200.00	36.00	236.00	61	14,396.00	19	4,484.00	171	40,356.00
6	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00	0	0.00
7	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	15	17,700.00	0	0.00
8	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	35	61,950.00	0	0.00	41	72,570.00
9	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	20	47,200.00	2	4,720.00	118	2,78,480.00
10	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	6	17,700.00	2	5,900.00	12	35,400.00
11	Additional Allowance-1	Month	500.00	90.00	590.00	61	35,990.00	19	11,210.00	171	1,00,890.00
12	Additional Allowance-2	Month	1000.00	180.00	1180.00	61	71,980.00	19	22,420.00	171	2,01,780.00
13	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
15	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
16	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							13,36,857.27		4,92,812.21		35,39,958.21
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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.)	Dhenkanal (Circle-IV)					
						DED, Dhenkana 1	Total Cost (Rs.)	TED, Talcher	Total Cost (Rs.)	AnED, Angul	Total Cost (Rs.)
1	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	159	24,72,775.95	82	12,75,268.10	68	10,57,539.40
3	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	16	2,81,140.64	14	2,45,998.06	10	1,75,712.90
5	Mobile Data Charges	Month	200.00	36.00	236.00	175	41,300.00	96	22,656.00	78	18,408.00
6	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00	0	0.00
7	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	7	8,260.00	7	8,260.00	11	12,980.00
8	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	115	2,03,550.00	19	33,630.00	40	70,800.00
9	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	37	87,320.00	56	1,32,160.00	17	40,120.00
10	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	16	47,200.00	14	41,300.00	10	29,500.00
11	Additional Allowance-1	Month	500.00	90.00	590.00	175	1,03,250.00	96	56,640.00	78	46,020.00
12	Additional Allowance-2	Month	1000.00	180.00	1180.00	175	2,06,500.00	96	1,13,280.00	78	92,040.00
13	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
15	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
16	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							35,78,147.37		20,56,042.94		16,69,971.08
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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 / 008****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. Revenue Collector 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 / Thermal Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by Concerned Discom), 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 Discom 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure VII****Scope of Work & Service Level Agreement****Revenue Collection, Deposit collected amount in bank & Operation of Collection Van**

The scope of work & Service level agreement consists of Revenue Collection using dedicated bill collectors, or alternate avenues, and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s), using 4G and GPS enabled smart mobile phones and impact/thermal 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:

- Bidder has to fill quotations for all 20 nos. of divisions mentioned in tender enquiry contract. The scope of work consists of Door to door Collection for customers at the premises of the consumers, through the outsourced Business Associate(s). The Collection is to be carried out on monthly basis as per the schedule given to the Business Associate(s) by TPCODL.
- Business Associate will be responsible for 100% Current Demand Collection to be ensured through 100% coverage of cases through multiple knocking, arranging camp at Gram Panchayat (GP), Announcements & mobile cash collection van etc.
- The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with and Bluetooth printer along with stationery for bill printing as per requirement of TPCODL, for each bill collector. The minimum specification of Phone, Printer & Paper Roll is annexed **(Under Annexure)**.
- The software will be provided by TPCODL for Door to door Collection for these activities need to be procured by business associates.
- Mobile phones should have enough storage space to store historical & current consumer, billing and payment history, payment data for the entire day and also have enough battery backup for up to 8-10 hours.
- The Business Associate(s) shall preferably use SIM cards of service providers with wider coverage of connectivity.
- Smart mobile phone shall have preloaded collection App provided by TPCODL and/or data fetched on real time basis, the bill collector /cashier shall enter payment particulars in cash/cheque/digital and the instrument shall issue payment receipt to consumer on successful authorization of transaction.

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

- The device should be 4G/5G based GPS enabled to identify collection spot, remote transfer of payment data and side by side to track the location of bill collector and mobile cash van on real time basis for monitoring purpose.
- Payment receipt should be on / impact / thermal Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed payment receipt parameters are clearly legible and the impression should last for at least 6 months from the date of printing. For digital mode of payment collection, TPCODL will provide QR code option in collection application itself or in future MPoS machine along with the network connection.
- TPCODL Reserves the right to disqualify any Bidder if bid price (Supervision charges) offered by bidder is less than the 20% of the average price quoted by all the bidders for the particular divisions. Supervision charges shall include cost of Mobile, printer, Paper Roll, Printer Cartridge, office equipment/establishment, cost of Bank Guarantee, cost of 4 wheelers, tools, cash transportation/insurance as well as penalty/incentive on target achievement & Revenue Margin.
- TPCODL reserves the right to reduce no of Bill Collectors/ Supervisors etc., by giving at least one month prior notice to BA.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Executive Engineer of the Division shall be the Engineer In-Charge of the Contract (EIC), under this contract. EIC may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding collection, will remain with EIC & same shall be final & binding to both parties. The authority for daily work allocation, monitoring and performance assessment of bill collectors for retention/ incentive will be the respective Section Managers/ Section Commercial Officers.

This shall be a division wise three-part as explained below:

Part-1. Base Component: Manpower Cost of Section Wise Bill Collectors, & Supervisor's with their Minimum Wages (Annexure) + Hardship allowance + Incentive/retention

Part-2. Variable Component: Cost of Supervision charges which shall include cost of Mobile Device, Impact/thermal Printer, Paper Roll, Mobile Cartridge wherever required, Office Establishment, Data Entry Operator, One Vehicle for each section for Revenue recovery, cash insurance, cash transportation, cost of Bank Guarantee, profit margin, Cost of Project Manager and other day to day expenses etc. **Banking charges related deposit of cash in TPCODL designated account (at division level) will be borne by TPCODL.**

Part-3. Incentive/ Penalty: Incentive & penalty on target Achievement **as Indicated in Annexure**

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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 initial period of 1 year and extendable to additional 1 year. The contract value shall however initially be placed for a period of 1 year. TPCODL reserves the right to extend the contract for a period of further 1 year as per the agreed rates based on performance.

1. The Bidder requires to submit Price bid, Division wise, for each Division of any Discoms as interested in the attached format as per Price Bid. Under normal scenario, one Bidder shall not be allocated more than 4 divisions, after outcome of technical and Commercial Bid Evaluation. TPCODL reserves the right to allocate a Division or multiple Divisions to a particular bidder.
2. 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.
3. Training of all BA employees is an important activity & is mandatory prior to 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 Bill Collection, Collection through Collection Centers/mobile cash vans. The training program and agenda will be prepared in collaboration with TPCODL and implemented in the presence of TPCODL representative.
4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPCODL. Bill Collector, cashier, lineman, helper & Supervisor's recruitment by BA shall be done after their interaction and concurrence by TPCODL officer nominated by EIC/Chief-RCM. The deputed persons shall be dedicatedly involved in the activities under this Contract and shall not have multiple employments. If at any point any person is found to be employed/involved in any other profession/ job, he/she will be liable to be terminated forthwith and BA shall be liable for penalty.
5. The Business Associate shall submit documents of Bill Collector, cashier, lineman, helper & Supervisors to TPCODL BA-Cell for issuance of 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.

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6. TPCODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPCODL. The BA shall fully cooperate with TPCODL in making such changes with an aim for overall cost optimization.
7. Door to Door Collection through android phone as per schedule and through Money receipt in case any emergency if application is not at all work. Prior approval from EIC/Executive Engineer is to be taken for using of Money Receipt.
8. TPCODL reserves the right to change the number of Customers in any division, (if required) considered in the contract /during the contract period. In case e.g. wherever new SHG deployed in course of period of contract, TPCODL will give information before 30 days.
9. Business associate has to ensure 100% current demand each month and for that if require necessary disconnection requirement information to be given to TPCODL section JE electrical/Commerce in one day advance in prescribe format decided by EIC/Divisional team.
10. The coordination with TPCODL DC squad must be carried out by BA supervisor & BA project manager for effective credit control activities.
11. Door to door Collection shall be conducted sequentially in optimized routes as per existing route cycles by adopting virtual – wallet system in cash collection.
12. In case of any short coming noticed in the work, the Door to Door Collection Business Associate(s) will be penalized on this account on receipt of the complaint from the customer or TPCODL's staff after due verification by the Engineer whose decision shall be final.
13. It is the responsibility of the Cash Collection Business Associate(s) to make the data available at each division for data updating into the Cash collection application on time. The data thus supplied would then be uploaded by TPCODL own personnel.
14. It is the responsibility of the Cash Collection Business Associate(s) to generate all exception reports (as desired by TPCODL) and inform the concerned authority for necessary action in written and on mail.
15. It is the responsibility of the Cash Collection Business Associate(s) to submit the Cash into designated Bank account of TPCODL within 48 hrs of cash collected and

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any loss incurred in transit has to borne with the Business Associates in case of virtual - wallet system is failed.

16. It is the responsibility of the Cash Collection Business Associate(s) to submit the cheques & Demand draft into Bank account of the TPCODL/at Division office as per instruction given by EIC and any loss incurred in transit has to borne with the Business associates. Report to be provided daily to Revenue Section/Finance & Copy to TL-MBC/EIC.
17. It is the responsibility of the Cash Collection Business Associate(s) in case cheques collected bounces back and same shall be returned to party and take Demand Draft from consumer.
18. The Door to Door Collection Business Associate(s) shall maintain adequate data security so that no data of TPCODL can be changed or transferred to anybody without prior approval of TPCODL.
19. It is the responsibility of the Cash Collection Business Associate(s) to report daily at the end of day cash collection status in standard format indicating overall cash collection in Division, Sub-Division, Section, Route & Bill collector wise.
20. In case any wrong money receipt generated by bill collector then it is to be corrected through division office supported by written application from individual bill collector after taking concern from consumer. Necessary document like consumer ID proof & signed application is required for correction in wrong money receipt.
21. Unique transaction will be considered as paid money receipt for performance evaluation. All source of payment will be considered from allotted consumer for collections performance. Continuous Online paid consumers will be excluded from allocation.
22. Door to Door Collection Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at different level.
23. Bill Collector deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 10th Pass) trained for the job intended to be performed by them. The persons to be deputed for Collection should not be less than 20 years of age. 10th Mark sheet & qualification certificate will be verified by TL-MBC. Minimum manpower requirement is mentioned separately.

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24. Business Associate shall deploy collection supervisor at each section level to monitor collection (minimum qualification is Diploma holder) having more than 5 years of experience in monitoring of meter reading, collection. Minimum requirement is mentioned separately. Interview of each selected supervisor will be taken by TL-MBC/Executive Engineer for cross checking working ability and after concern, suitable recruitment to be done. He shall be overall responsible for reading, collection activities and closely co-ordinate with TPCODL section JE/SDO/TL-MBC for achieving target set for section in revenue collection.
25. 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.
26. Business Associate is required to engage 1 nos. of key punching operator (KPO), well versed with Excel sheet, for day to day working on compute for preparing MIS, Disconnection Notice reconciliation & storing of photograph daily in sharing folder (TPCODL). Minimum requirement is mentioned separately. KPO will do quality check especially of photograph taken and share report to TL-MBC/HQ daily. calling of non-paying/paying consumer data sharing with field staff/TPCODL JM-Commerce/TL-MBC/SDO.
27. Business Associate(s) would engage an experienced One no. of Project Engineer/Project divisional Manager per division (minimum qualification – mentioned separately) who will look after all MBC activities of SBM/NON SBM of one division and report to nodal officer/TL-MBC/EIC. Common for all MBC activities under division.
28. Business Associate would engage an experienced One no. of Project In-Charge (minimum qualification - minimum qualification – mentioned separately) for entire project to look after overall project and nodal officer from BA to interact with higher management of TPCODL for ensuring 100% collection & arrear collection target is achieved.
29. Business Associate would engage an experienced One HR Executive per agency (minimum qualification - minimum qualification – mentioned separately) for entire project to look after BA legal compliance – ESI, PF, Minimum Wages, Salary Slip preparation, ID cards etc. of employee's recruit by agency in meter reading, Collection.
30. Business Associate would engage One Cashier per sub-division (minimum qualification – mentioned separately) who will collect cash from each sections of their

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sub-division not exceeding more than 2 days and deposit to designated bank /power Jyoti account (detail given by TPCODL division/HQ) and share detail to BA divisional manager & AFM/DFM of division. Also ensure the reconciliation of cash collected in close co-ordination with AFM/DFM in division. Penalty for not depositing / reconciliation of amount within 48 hrs. All efforts to be made by BA to ensure 100%

31. Identity Card, Uniform, Cap (Two Set), Bag (one in nos.) with logo appropriate quality shall be issued to all Meter – Readers/Bill collector of the Agency to induce the feeling of belongingness & to build trust amongst consumers. ID cards provided to meter readers/supervisors must be duly signed by the TL-MBC/ or equivalent authority of concerned division/BA Legal Cell at HQ and the Authorised signatory of the agency so that they may not face any difficulty in carrying out the works as per the requirement of this tender. No Meter reader/supervisor/Divisional Project Manager is to work without an Identity Card. Cost of all items will be borne by agency.
32. It is the sole responsibility of the Agency to maintain the Mobile device along with Bluetooth printer. If Mobile device / Printer cannot be repaired, the same has to be replaced immediately with working hardware of same make and model by the Agency at their own cost, for which buffer stock as 10% of total quantity of mobile phones/Bluetooth printer/cartridge paper roll shall be maintained at Section/Sub-division level.
33. Business Associate shall ensure deputation of all manpower (Project Manager/ HR executive/ Supervisor/ KPO/ Accountant cum Cashier/Bill Collector) well before start of work and submit a work plan indicating, schedule of door to door collection and arrear collection.
34. 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.
35. TPCODL has the right to direct the Agency to change any individual deputed by it to carry out works under the scope of this tender, in case there are sufficient reasons to believe that action(s) of the individual has hampered the works under the scope of this tender, and not just limited to Spot Billing and revenue collection. The Agency shall comply with the instructions within 15 working days from the date of receipt of such instructions from the Concerned Electrical Executive Engineer/EIC.
36. 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
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Supply Divisions/Sub-division/Section. EXECUTIVE ENGINEER of division will help in this regards for any Administrative Problem during execution of the job.

- 37.It is the responsibility of agency to resolve the local Industrial Relationship (IR) issues/other dispute if any so that normal day to day work is not affected.
- 38.Business Associates is responsible for specific Bill Collector training for all Collector to fulfil TPCODL requirement in capturing details from field for improving billing. Attendance of training shall be provided to TPCODL at the time of invoice submission.
- 39.A signed copy of MIS report in a prescribed Performa (or as modified from time to time) shall be submitted by the Agency as and when required.
- 40.The personnel should understand local language (Oriya) and in addition should have working knowledge of English & Hindi and so as to interact with customers.
- 41.The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
- 42.It will be mandatory for employees of Door to Door Collection Business Associate(s) to display the Identity Card issued by the Competent Authority of the Business Associate(s).
- 43.The persons deputed for Collection shall be rotated every six months in consultation with TPCODL, or in between, if advised by TPCODL.
- 44.TPCODL will carry out independent checks, as required.
- 45.Besides Cash collection, TPCODL may ask the Business Associate(s) to provide some additional services related to the consumer service.
- 46.It is the responsibility of business associate to give monthly salary slip to all his personals recruited. Salary of all staff must disburse before 7th of every month.
- 47.Business Associate has to give security amount of average collection of 3 days in particular allotted division in form of Bank Guarantee (BG) or in form of Cash deposit to secure hard cash collection handled during door to door collection activities in addition to PBG @5% of contract value.

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48. TPCODL shall review the Bank Guarantee/Security Cash deposit in line with Cash collection from time to time and if it is found to be less than the three consecutive day's Cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.
49. Business Associate(s) will be informed to furnish a Bank Guarantee/Cash deposit of differential amount and BA shall be liable to deposit the additional BG/Cash within 15 days from the date of information by EIC/HQ. This shall be valid for a period equivalent to contract validity plus one month. The said bank guarantee shall be encashed in case of any deviation in cash deposit notice while cash reconciliation at the end of contract or in between contract if deemed fit by our finance/commercial department in order to fully cover the risk.
50. Insurance for physical Cash/Cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPCODL bills including Cash/Cheque/DDs/Pay orders lying at other sites until Cash/Cheque/DDs/Pay orders are carried from TPCODL & deposit in the TPCODL designated Bank. Any loss, including consequential loss, to TPCODL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPCODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPCODL without prejudice to its other rights as may be available to it under law.
51. Consumers whose collection is carried by Self Help Group (SHG) will not be considered as part of this Rate contract.
52. Payment through other modes and upcoming modes introduced in future and as and when integrated by the utility like NPCI, UPI etc. need to be encouraged.
53. Agency to devise a scheduling plan so as to keep consumers informed about the bill amount collection date at the time of bill delivery.
54. Agency shall also use cash collection vans for collection with mike facility for announcements & revenue collection. Information for mike shall be provided by TPCODL & Agency shall ensure that mobile vans shall traverse across their allocated area each month with the necessary announcements.
55. Mobile vans shall be deployed with GPS tracking and traversed route map shall be submitted as proof to the concerned Discom official copy to Divisional Manager/CSM/SDO/ Section Commercial Manager/HOD-RCM/EIC. At least one bill collector

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with sufficient virtual - wallet balance/mobile & Bluetooth printer shall travel in the mobile van for ensuring on-spot revenue collection from consumers.

56. Agency shall also setup at least one revenue collection camp in each month of their allocated areas on a rotational basis where collection is less than 70% to ensure maximum revenue recovery.
57. Supervisor of the Agency shall monitor revenue collection works & appraise to Project Engineer of agency / JM-Commerce/TL-MBC/SDO daily & Executive Engineer/HOD-RCM on a periodic basis.
58. Project Manager/Engineer of the Agency shall monitor revenue collection works & appraise HOD-RCM HQ/Executive Engineer/HOD Commercial/EIC on a periodic basis.
59. The Business Associate(s) shall deploy section wise specified number of bill collectors, vehicle & Supervisors as given in Annexure II. However, TPCODL reserves the right to increase or reduce this count based on its assessment whenever required. In case additional Mobile Vans are engaged on direction of TPCODL, BA will receipt additional payment from TPCODL for additional services in lieu of Mobile collection Vans.
60. The Business Associate shall deploy minimum 1 No. of 4 wheeler Vehicle (Bolero or equivalent) in each section for the collection drive. The vehicle will be used for Arrear recovery drive under supervision of TPCODL officer. Only vehicle & driver will be in scope of BA. Vehicle will use dedicatedly for arrear collection by section.
61. Bill collectors, cashiers, & Supervisor's deployed by Business Associate shall get Minimum wages in Semi-Skilled & Skilled Category respectively. On Non-Achievement/over-Achievement of monthly Target will attract Penalty/Incentive for Bill Collector, Supervisor & Business Associate(s) as indicated in Annexure.
62. In case, a mutual consensus on the rates and other terms and conditions is not reached at 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.
63. 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 EIC (Executive Engineer) of the concerned Division. If the work of

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the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one-month notice.

64. On daily basis bill collector, cashier to report to the concerned Section Manager/Section Commercial officer for daily allocation of Bill Collection & related allocated work. The minimum wages/ incentive/ retention amount of the collectors & other staff shall be determined as certified by the EIC
65. Supervisor shall report to the SDO/any other official as designated by TPCODL from time to time at Sub-Division level. He shall co-ordinate with the concerned Section Manager/Section Commercial officer and the bill collectors/cashiers for ensuring achievement of the daily performance targets/providing necessary administrative and logistics & billing equipment support. He should also co-ordinate with the Business Associate for ensuring availability of the required number of Bill Collectors at all times.
66. If Bill Collector/Supervisor's collection coverage is less than the monthly assigned target, then he shall be served with warning letter to improve within 15 days else shall be terminated by BA after serving him a 30 days' Notice period. (Refer Annexure III for Penalty & retention/Incentive detail). However, Chief Commercial or Chief Revenue Protection shall be final authority to decide in case of any representation or facts are produced by any bill collector / supervisor justifying his claim or low performance, basis recommendation of EIC.
67. Minimum Collection amount by Bill Collector's should be equal to total bill value, but in no case it should be less than Current demand. No collection of less than current demand to be made. Unique Consumer number covered/collected in a month will be considered for Collection coverage purpose.
68. The Business Associate(s) collection target is 100% Collection efficiency in every month per division (Collection efficiency in % = Total payment received in division / Total Current bill value). Extra Incentive will be given to BA on more than 100% Collection Efficiency (Refer Annexure III for Penalty & Incentive detail).
69. Manpower engaged in this contract shall be dedicated and shall not be assigned activities beyond this scope. Also, the manpower for each activity of bill collection. No BA employee shall be engaged in concurrent employment, if anyone found violating shall be punished leading to Termination of the service immediately.
70. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.

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71. Unless communicated by TPCODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
72. TPCODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
73. Bill collection activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Bill Collector may also be asked to do collection, recovery in live and disconnected connections. The EIC may also utilize the bill collectors for collection of LT 3 Phase connections. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPCODL.
74. Payment Not received cases shall be followed by the business associate supervisor through Special Site visit in 2% cases.
75. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any Bill Collector, bill distributor associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPCODL. Verification of the employee will be as per the directions & norms of the TPCODL.
76. Business Associate(s) shall ensure Bill Collection, of consumers within stipulated time schedule as specified by EIC TPCODL.
77. Bill Collection activity is to be undertaken on Monthly basis or, as decided by TPCODL depending upon the urban & rural geography of the area.
78. Bill Collectors, cashiers, Supervisor must be medically fit and it is mandatory to submit fitness certificate before employing the Bill Collector & supervisor.
79. In case of termination of any employee by Business Associate(s), same shall be informed to TPCODL specifying reasons for termination.
80. Provision has to be made by the Business Associate(s) that Bill Collector does not switch off the GPS, data connection and use any other application, internet other than the Collection 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 Bill Collector.

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81. In case of any short coming noticed in the work i.e. taking bribe, misbehaving with consumer, holding the cash, short deposit of cash, wrong reporting of disconnection/reconnection, the Business Associate(s) will be penalized (Refer Annexure - Penalty & Incentive) on this account on receipt of the complaint from the customer or TPCODL's staff after due verification by the Junior Engineer whose decision shall be final.
82. In case the uploaded data is not transferred from collection application remotely or if manual money receipts are used (subject to approval of TPCODL management), 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.
83. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass for bill collectors, supervisors having minimum qualification of Graduation Degree from a reputed University, , having sufficient knowledge of job 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 & in no case the age of employee should be less than 18 years. Details of such manpower shall be provided to TPCODL before commencement of the work under this Agreement. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
84. Business Associate (s) has to ensure that replenishment of resources/manpower is done on immediate basis, so that performance is not hampered. It also has to be ensured for availability of manpower throughout the week by adopting rotational schedule and by adhering to labor laws.
85. Business Associate(s) shall arrange necessary safety equipment's like Gum Boots and umbrella/ Rain Coat (during rainy season),.
86. The personnel should be conversant to read write and speak in local language and Hindi to interact with consumers. In addition, should be conversant in English for understanding of mobile app, read and understand bill and/or other documents.
87. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
88. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPCODL.

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89. Agency shall do Prior Canvassing at site for Bill Collection before the scheduled Spot Collection date & a future date shall also be intimated to consumers for Collection Purpose.
90. Data sync-in / sync-out to TPCODL system will be required in case of mobile app being used on offline mode.
91. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for money receipt printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Bill Collection, recovery, activities due to unavailability of smart mobile phones and Bluetooth printer along with stationery for payment receipt.
92. 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.
93. TPCODL 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.
94. The software will be provided by TPCODL for Bill Collection activities which the business associates should only use and no other software shall be used.
95. All Employees of Business Associate(s) shall follow TPCODL code of conduct & TPCODL ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.
96. Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPCODL informed of such changes in system.
97. 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 supply status, category use, premises not in use, premises partially being used possible theft etc.
98. Business Associate(s) shall encourage all the employees to report the exceptions like address mismatch, on site conditions, wrong meter no., unsafe condition, theft of electricity or unauthorized use, incorrect meter reading, bill not delivered, provisional billing, other bill disputes etc. to improve collection efficiency.

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99. 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.
100. Business Associate(s) shall assist TPCODL and ensure that Consumers complaints regarding Bill Collection, Disconnection and Reconnection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPCODL.
101. Since the Bill Collection, Collection through Collection Centers/mobile cash vans, 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 or causing any harassment to the Consumer of TPCODL.
102. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement Collection, Collection through Collection Centers/mobile cash vans, performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
103. The BA shall serve the separate Disconnection Notice to the consumers along with the scheduled 1-phase normal Bill Collection. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC.
104. 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 to whom handed over (father /spouse name)
 - Nearest land mark of the premises
 - Adjacent consumer number
 - Mobile number of consumer/Person receiving the notice

3. TERMS & CONDITIONS: -

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Company shall reserve the right to change the number of Customers in any division, (if required) considered in the contract /during the contract period.

1. Bidder has to fill quotations for all divisions of the Circles mentioned in tender enquiry contract.
2. Bidder shall arrange and install adequate No of desktops/printers for carrying out the activities listed in scope of work.
3. After completing the assigned work in a particular Section the concerned SDO would have the right to utilise the manpower optimally across the various section in same Sub-Division. At regular interval, Bill Collector 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.
4. The numbers of consumers mentioned above shall vary & may be reduced from time to time subject to awarding contract to SHGs (Women Self Help Groups) or with introduction of alternative payment avenues for consumers after mutual agreement between TPCODL & BA.
5. The Business Associate(s) has to submit Collection Bank Guarantee (BG) for T+2 Days based on average collection Target of 3 days against which Top-up amount will be extended in online collection Application. BA will further allocate Top-up amount to Bill Collector's for doing cash collection from Consumer. TPCODL will review the collection amount for the initial 2 months, if the BG amount is less than the average collection of 3 days then BA will be informed to furnish a Bank Guarantee of differential amount and he/she will be liable to deposit the additional BG within 7 days from the date of information by EIC. This will be valid for a period equivalent to contract validity plus claim period of one year plus three month. To derive the collection Bank Guarantee for a division, maximum bill amount for the year FY'22 is considered and assumed that 70% of the amount shall be collected by BA's. Per day average has been considered of such amount and Collection BG value is derived for 3 days – Division wise amount is annexed in Annexure IV. In case at any point the BG falls short of the collection amount or there is delay in depositing of the collected amount in the designated Banks of TPCODL, the payment against invoices due to the BAs would be retained till the adequate BG top up is provided
6. The said Collection bank guarantee will also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank Guarantee.

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7. Additionally, Performance Bank Guarantee amounting to 5% of the contract value will be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month.
8. Insurance for physical Cash / Cheque / DDs / Pay orders will be the responsibility of BA from collection from consumer till deposit in the TPCODL nominated Bank. Any loss, including consequential loss, to TPCODL due to theft / fire / burglary or any other untoward incidence etc. will be made well to TPCODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum will be charged by TPCODL without prejudice to its other rights as may be available to it under law.
9. The Business Associate(s) will ensure submission of site verification report in hard /soft form submit it to Section Commercial Officer/person deputed by EIC on daily basis..
- 4. Establishment, Data Compilations and Reports:**
- Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
 - Business Associate(s) would have to establish an official set ups 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.
 - The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices.
 - Business Associate is responsible for arranging mobile phones not older than 1 year and as per specification mentioned in tender, SIM cards with sufficient data pack (minimum 1.5 GB per day data pack) as per TPCODL needs, Bluetooth portable impact printer & pre-printed paper roll and other stationary require for office establishment. All cost should be considered in financial costing.
 - Performing validation checks to ensure through
 - a. Timely Collection data updating in system
 - b. Reconciliation of cash collected from field & deposited in bank report
 - c. Real time uploading the cash collected data to the central database server.

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- The Business Associate will have to furnish the Door to door collection programme along with the name of Bill collector prior to starting the collection in a particular designated area by 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 authorized by Engineer of Contract.
- The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for following:
 - a. Number of errors in recording door to door collection.
 - b. Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- While TPCODL would welcome the usage of newer technologies Bidder shall not charge for the extra time and cost involved.
- The personnel engaged by the Business Associate(s) shall be deemed always as their employees and the TPCODL is not concerned with their engagement conditions and the remuneration. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPCODL at any time and furnish the same to TPCODL before commencing the Contract.
- The Collector should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, etc.
- Business Associate(s) shall provide Uniform, Gum Boots, Umbrella and Rain Coat to BA Staff.
- Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- Identity Card, Uniform, Bag (one in nos.), Cap with logo shall be issued to all Bill collectors of the Agency to induce the feeling of belongingness & to build trust

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amongst consumers. ID cards provided to Bill Collectors/supervisors must be duly signed by the TL-MBC/ or equivalent authority of concerned division/BA Legal Cell at HQ and the Authorised signatory of the agency so that they may not face any difficulty in carrying out the works as per the requirement of this tender. No Bill Collector/supervisor/Divisional Project Manager is to work without an Identity Card. Cost of all items will be borne by agency. ID card will be issued from TPCODL after submitting necessary document with suitable charges applicable by TPCODL BA cell.

- Business Associate(s) shall arrange to be ensured Quarterly Health Check-up for related to Medical Fitness + Eyesight from Govt. authorized centre.
- Business Associate(s) shall support in Continuous Updating of Database from feedback received from Site.
- The Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- It is recommended that In-Charge of Business Associate(s) should perform the 1st level of filtration, so as to remove all the trivial cases. Hence, depending on the number of consumers and Bill collector, the Business Associate(s) might have to appoint more than one In-Charge as & when ask by TPCODL.
- TPCODL would not consider cases of “Address Not Traceable” as a valid excuse for missing Collection. Unless, the Business Associate(s) is able to establish its case before to the concerned SDO, TPCODL’s staff, penalties would be imposed accordingly.
- During the course of the engagement, TPCODL not is liable for any injuries occurring to the Business Associate(s)’s staff during Door to door collection. Moreover, TPCODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- If the work entrusted is not proper and to the satisfaction of TPCODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of the concerned Division. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one month’s prior notice.

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- In case, the Business Associate(s) desires to discontinue the work from its end, three month's advance notice shall be served.
- Any additional information related to the Door to Door Collection required by the TPCODL should be furnished as instructed from 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 Collector within a month of receipt of such complaint.
- Business Associate(s) would engage an experienced Project Manager to report to TPCODL 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. In addition, minimum one supervisor has to deployed in each sub-division to manage supervise bill collection, logistic support and administrative support to the teams.
- The Business Associate(s) is also liable to assist TPCODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book, phone number, route/walking sequence & meter status details etc.
- Submission of data/MIS/compliances by Business Associate(s) to TPCODL shall be in the form of hard/soft copy as per the requirement of TPCODL.
- Availability: Revenue Collection, Collection through Collection Centers /mobile cash vans is to be available at all times. 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

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- a. Revenue Collection, Collection through Collection Centers/mobile cash vans, Business Associate(s) shall describe approach and methodology in:
- b. By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
- c. 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.
- d. The 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, failing which it shall attract Penalty as per Penalty clause (Refer Annexure - Penalty & Incentive).
- e. 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.
- f. In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.
- g. 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.
- h. Securing the relevant infrastructure and integrating with existing TPCODL infrastructure security including network perimeter defences, server security, and data infrastructure security.
- i. Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

6. Statutory Requirements:

- 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 Bill Collectors 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).

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- c. Business Associate shall undertake to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of Whose of your employment or to any other person whomsoever, during the 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.

7. Responsibility Matrix:

TPCODL & Business Associate(s) shall have the following responsibilities:

- a. 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 level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- b. 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/Collection databases of consumers for past.
- c. Identify appropriate officers 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 TPCODL. Submit a Weekly report to the Nodal Officer from CSO 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 Revenue Collection, Collection through Collection Centers / mobile cash vans, name of Bill Collector, Cashiers, prior to starting the Collection and Recovery activity on 1st day 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.
- j. Number of slippage in schedule – with respect to Spot Collection, Collection through Collection Centers/mobile cash vans,.

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- k. Number of errors in recording Spot Collection, Collection through Collection Centers/mobile cash vans, Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- l. The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- m. While TPCODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for Bill Collection, bidder shall not charge for the extra time and cost involved.
- n. The Business Associate(s) has to support TPCODL for organization of necessary camps to improving the Collection percentage.
- o. In case of wrong / non-reporting of Bill Collection, 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.
- p. On the receipt of written complaint from TPCODL, the Business Associate(s) shall take action against the particular Bill Collector within a week of receipt of such complaint.
- q. The Bill Collections 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.
- r. 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.
- s. In case Collection, 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 III.
- t. Bill Collections of a consumer shall be taken on the fixed date as specified in schedule and any deviation of Bill Collection date will attract penalties.
- u. Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- v. 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.
- w. TPCODL would not consider cases of “Address Not Traceable” as a valid excuse for not paid cases. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPCODL’ S staff, penalties would be imposed accordingly as a wrong remark.
- x. During the course of the engagement, TPCODL is not liable for any injuries

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occurring to the Business Associate(s) staff during Spot Collection, Collection through Collection Centers/mobile cash vans,. Moreover, TPCODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.

- y. Any additional information related to the Collection, Collection through Collection Centers/mobile cash vans, required by the TPCODL should be furnished as instructed from to time to time.
- z. Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- aa. Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

Facilities from DISCOM:

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

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

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

Assumptions & Consideration in collection:

- Tentative Consumer Count given in below sheet is excluding following:
 - SHG Consumers (Nayagarh, Puri, Balugaon, Angul, Talchar, Bhubaneswar, Cuttack, Paradeep, Salipur),
 - Two Urban divisions (BCDD-1 & CDD-1) collection is carried out by TPCODL itself (No Business Associates engaged).

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- Online digital payment consumer's growth 1% per month in each division and smart meter installation in each division.

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

- 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/Urban, Semi-Urban, Rural, Remote Rural and.

Sr.No.	Division code	Division name	No. of Sub-Division	No. of Section	Total No. of Consumers (Monthly) considering growth
1	BAED	Balugaon	2	10	59696
2	NYD	Nayagarh	4	16	25853
3	TED	Chainpal	4	14	82223
4	AnED	Angul	3	10	78272
5	AED	Athagarh	2	8	103955
6	DED	Dhenkanal	4	16	177738
7	CED	Cuttack	4	12	126666
8	CDD-1	Cuttack	4	14	No collection through BA
9	CDD-2	Cuttack	3	10	52971
10	SED	Salipur	3	10	92590
11	BCDD-1	BBSR	3	12	No collection through BA
12	NED	Nimapara	3	12	162741
13	BCDD-2	BBSR	3	13	61998
14	BED	BBSR	2	12	21391
15	PED	Puri	4	17	145957
16	KHD	Khorda	5	18	166837
17	KED1	Kendrapara	4	18	188257
18	KED2	Marshaghai	2	7	88921
19	PDP	Paradeep	3	8	11352
20	JED	Jagatsinghpur	3	9	122548
	Total		65	246	1769966

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

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- **Customer severed through WSHG i.e.4.6 Lakh is excluded**
- **Urban division (BCDD-1, CDD-1) is not considered.**
- **Further, customer of division (BED, BCDD-2) are partially covered. In BED division only “Phulnakhara section” consumer base of 21,391 is considered for collection through business associates. In BCDD-2 division four sections named “Barang, Godisahi, Bharatpur and Xavier” section is selected for collection through BA having combine consumer base of 61,998. However, any addition & deduction in consumer base in future will be communicated to business associates by HQ/EIC from division for appointment of additional manpower if consumer base added more than 500.**
- 3-phase Non-SBM collection will be taken care by agency **excluding HT & EHT** by Non SBM dedicated separate bill collectors and supervisor engaged as per allotment. If require, Govt. consumers collection can also be done through bill collectors/supervisor.

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, **cash reconciliation statement signed by AFM/DFM for the month**, collection final summary with performance and reason of not paid & 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 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Minimum Qualification of Manpower engaged in Collection**

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
Supervisor in each section	Diploma /Graduate and able to Speak, Read & Write English, Hindi & Odiya Language	Minimum 5 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer	Section/Field Staff
Bill Collector	Minimum 10th Standard Pass and able to Speak, Read & Write Hindi & Odiya Language and understand basic English	Minimum 1 year of experience. Age - >20 years	Field Staff
Key Punching Operator (KPO)	Diploma/Any Graduate	Exp. As KPO. Good knowledge of computer & excellent in Excel sheet & word. SAP exp. Prefer.	Division office with TL-MBC
Cashier	Any graduate / Minimum 12th Standard Pass with more than 5 year of exp. in same field and able to Speak, Read & Write Hindi & Odiya Language and understand basic English	Minimum 2 year of experience in similar field/cash collection for any graduate & 5 year of experience for 12 th Pass person.	One per sub-division with bike/Van arrangement
Industrial Relationship Expert	Any Graduate	Minimum 10 year of experience in handling local political & IR issue in distribution sector.	HQ level (one for BA)

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Note: Experience & Education Qualification certificate will be verified by Divisional Manager & Team.

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

❖ **Manpower Requirement:**

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

Divisions	Div Name	No. of Sub-Division	No. of Section	Bill Collectors - SBM/NSBM	No of Supervisor or for collection	No. of KPO in collection	No of Cashier	No of Divisional Project Engineer
BAED	Balugaon	2	10	55	10	1	3	1
NYD	Nayagarh	4	16	27	12	1	2	1
TED	Chainpal	4	14	82	14	1	4	1
AnED	Angul	3	10	68	10	1	4	1
AED	Athagarh	2	8	103	11	1	2	1
DED	Dhenkanal	4	16	159	16	1	4	1
CED	Cuttack	4	12	116	12	1	4	1
CDD-2	Cuttack	3	10	48	7	1	3	1
SED	Salipur	3	10	92	9	1	4	1
NED	Nimapara	3	12	159	12	1	3	1
BCDD-2	BBSR	3	13	55	6	1	2	1
BED	BBSR	2	12	17	2	1	2	1
PED	Puri	4	17	129	17	1	4	1
KHD	Khorda	5	18	146	18	1	5	1
KED1	Kendrapara	4	18	167	18	1	4	1
KED2	Marshaghai	2	7	83	7	1	2	1
PDP	Paradeep	3	8	13	8	1	1	1
JED	Jagatsinghpur	3	9	108	9	1	3	1
Total		65	246	1627	198	18	56	18

BC – Bill Collector, KPO – Key Punching Operator (1 per division), Cashier, collection supervisor (one per section)

- In case of combine BA in reading and collection, nos. of supervisor, KPO, Divisional manager, HR person 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.
- Door to door collection is to be carried out by bill collector in division. He has to follow route such a way without deviating rebate date and above minimum staff requirement is given based on 100% coverage in collection as per geographical area, input received from EIC and per month performance.
- TPCODL has its own discretion to reject any bid without citing any reason.

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- All manpower engagement is purely depends upon business associates however existing manpower hiring is preferred after taking feedback from Divisional Manager/TL-MBC/EIC/BA cell.
 - Any delay beyond 48 hrs in cash deposit to designated bank against energy amount collected by field staff is penalised @ 1% of amount collected per day delay.
 - Any amount pending for deposit against collection while reconciliation at the end of each month (on 5th day of next month) is considered as negligence and authorization for collection will be restricted/suspended till the normalcy is restored.
 - Minimum wages have to be ensured and would be linked with Bill Collection targets achievement. However specific Job Description with key deliverables must be agreed and shared with all Bill Collectors. The performance report on the same will be shared by BA to all his staff once in a week.
 - Incentive amount, if any, should be paid separately to the workmen by selected bidder and not be clubbed with Monthly wages payment.
 - Hardship allowance (consider as Fuel expense) should be given to the bill collector and supervisor who so ever is deputed in field as per performance criteria fix apart from their Monthly wages. Allocation of consumers to individual bill collector for collection is responsibility of business associates. Allocation should not be less than 100% of total consumer base given to business associated after excluding SHG/Smart Meter/Online. Monthly division wise Collection target will be given by EIC/HQ and based on that business associate is required to drill down target to individual bill collector by 2nd day of every month. Any additional fuel charges if BA wants to pay to their employee is as per their discretion. The detail of consumer allocation shall be circulated to EIC each month.
 - Since collection are continuous activities, BA needs to ensure that all the workmen are engaged throughout the month. BA must ensure that leaves are given as per statutory guidelines.
 - Selected bidder has to ensure Deployment / Replacement of Bill Collectors in case of any Absentees.
 - Selected bidder must issue appointment letter after being vetted from TPCODL BA cell. Sample appointment letter will be shared by BA cell to selected bidder.
 - Selected bidder must issue work instruction/Job Description for their employees including supervisor, cashier, project divisional manager, meter reader, bill collector etc.
 - Selected bidder must give target to their bill collector, and supervisor against active allotted consumer to them and give performance report at the end of each month with copy of EIC/HQ.
 - TPCODL has a right to instruct you to change your workers in case the workmanship or speed of work is not satisfactory. No work shall be sub- contracted.
 - Bidder shall deploy adequate labour considered necessary by TPCODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so. However, prior permission shall be taken from the Engineer in charge beyond normal working hours or on Sundays and Holidays.
- **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.**

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 008

Annexure : Section wise Profile & consumer allocation

Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require
AED,ATHAGADA	ATHAGADA	ATHAGADA 1	Urban	10.8	1	2	1	4285	4
		ATHAGADA 2	Remote Rural	206.9			1	16870	17
		KHUNTUNI	Remote Rural	280.7			2	13920	14
		NUAPATNA	Rural	45.0			1	9900	9
		TIGIRIA	Remote Rural	89.2			1	9377	10
	Narsingpur S/D	Baramba	Remote Rural	279.2			2	19048	20
		Kanpur	Remote Rural	216.8			1	13206	14
		Narsingpur	Rural	584.0			2	17349	15
AED,ATHAGADA Total				1712.6	1	2	11	103955	103
Angul Division	ANGUL	Angul No I	Urban	20.7	1	4	1	9838	8
		Angul No II	Urban	13.5			1	7693	6
		Angul No III	Rural	266.8			1	21291	18
		Bantla	Rural	430.0			1	23413	20
	BOINDA	Athamallik	Rural	570.8			2	6683	6
		Bamur	Remote Rural	591.6			2	2645	3
		Boinda Sec Off	Remote Rural	820.7			2	6709	7
	CHENDIPADA	Chhendipada	Remote Rural	323.7					
		Jarapada	Remote Rural	585.6					
		Kosala	Rural	310.1					
Angul Division Total				3933.3	1	4	10	78272	68
BAED, BALUGAON	BALUGAON	BALUGAON 1	Urban	20.5	1	3	1	4917	4
		BALUGAON 2	Rural	68.5			1	2793	3
		BANAPUR 1	Rural	61.3			1	4558	4
		BANAPUR 2	Rural	290.4			1	6376	6
		NACHUNI	Rural	174.4			1	6936	6
	TANGI	BHUSANDPUR	Rural	127.3			1	4488	4

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 008

Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require		
		KUHUDI	Rural	53.9			1	5005	5		
		RANAPUR	Rural	348.9			1	12136	11		
		TANGI 1	Rural	139.7			1	4855	5		
		TANGI 2	Rural	132.3			1	7632	7		
BAED,BALUGAON Total				1417.2	1	3	10	59696	55		
BCDD-2 ,BHUBANESWAR	KHANDA GIRI	BHARATPUR	Rural	60.1	1	2	1	22230	19		
		DUMUDUMA	Urban	4.5							
		KALINGANAGAR	Urban	40.4							
		Khandagiri S/O	Urban	7.3							
	NAYAPALLI	BARAMUNDA	City	1.9							
		IRC NAYAPALLI	City	12.5							
		VSS NAGAR	City	7.5							
		XAVIER	Urban	5.5				1	13924	11	
	PERIPHERI	BARANG	Rural	125.0					2	17312	16
		CS PUR 1	Urban	3.6							
		CS PUR 2	Urban	12.6							
		GODISAHIR	Rural	57.9					2	8532	9
		KANANVIHAR	Urban	7.0							
BCDD-2 ,BHUBANESWAR Total				345.7	1	2	6	61998	55		
BED,BHUBANESWAR	RASULGARH	KALPANA 1	Urban	2.5	1	2					
		KALPANA 2	Urban	2.0							
		LAXMISAGAR	Urban	9.9							
		MANCHESWAR	City	7.2							
		PHULNAKHARA	Urban	74.2				2	21391	17	
		Rasulagarh S/O	Urban	8.5							
	TEMPLE	BARAGADA	Urban	10.0							
		DHAULI	Rural	33.3							
		OLD TOWN 1	Urban	9.2							
		OLD TOWN 2	Urban	1.4							
		OLD TOWN 3	Urban	2.8							

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 008

Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require
		UTTARA	Remote Rural	63.2					
BED,BHUBANESWAR Total				224.4	1	2	2	21391	17
CDD-2,CUTTACK	BADAMBADI	BADAMBARI	Urban	2.6	1	3		3001	3
		DOLAMUNDAI	Urban	1.7			1	5862	5
		IND.ESTATE(OGP)	Urban	11.4			1	9206	8
	JOBRA	JAGATPUR	Urban	8.6				1665	2
		JOBRA	Urban	10.3			1	5386	5
		KANDARPUR	Rural	61.4			1	8093	7
		KISHORNAGAR	Rural	54.0			1	7448	7
	MAHANA DIVIHAR	MAUZA	Rural	46.3					
		CHAULIAGANJ	Urban	3.9			1	6734	6
		MAHANADIVIHAR	Urban	11.8			1	5576	5
CDD-2,CUTTACK Total				212.1	1	3	7	52971	48
CED,CUTTACK	BADACHANA	BADACHANA	Rural	111.1	1	4	1	11123	10
		BALICHANDRAPUR	Rural	87.4			1	13634	12
		CHHATIA	Rural	189.9			1	13332	12
	CHOUDWAR Sub Div	CHARIBATIA	Rural	86.6			1	6810	6
		CHOUDWAR 1	Urban	51.6			1	9459	8
		CHOUDWAR 2	Rural	176.0			1	14196	12
	GOPALPUR	ADASPUR	Rural	71.1			1	9032	8
		BALIKUDA	Urban	47.1			1	10796	9
		GOBINDAPUR	Remote Rural	64.2			1	9136	10
	NIALI	NIALI-I	Rural	81.6			1	11126	10
		NIALI-II	Remote Rural	86.6			1	8680	9
		SITHALO	Remote Rural	76.1			1	9342	10
	CED,CUTTACK Total						1129.3	1	4
DED,D	DHENKA	BHAPUR	Rural	256.4	1	4	1	11753	10

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 008

Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require
HENKANAL	NAL Sub Div	DKL SEC-I	Urban	10.5			1	8913	7
		DKL SEC-II	Rural	179.3			1	14745	13
		DKL SEC-III	Rural	118.1			1	10047	9
	GONDIA	Gondia Sec Off	Rural	336.6			1	9957	9
		JORANDA	Rural	228.6			1	13334	12
		NIHAL PRASAD	Remote Rural	174.2			1	8544	9
	HINDOL ROAD	HINDOL	Rural	266.0			1	12361	11
		Hindol Road S/O	Rural	123.5			1	9439	8
		KHAJURIAK ATA	Rural	504.9			1	18838	16
	KAMAKHYA NAGAR	BHUBAN	Rural	161.8			1	12871	11
		K NAGAR	Rural	189.1			1	10639	9
		KALIAPANI	Remote Rural	217.9			1	4311	5
		KANKADA HADA	Remote Rural	532.4			1	10712	11
		M K GOLA	Rural	226.1			1	12427	11
		R N PUR	Rural	178.7			1	8847	8
	DED,DHENKANAL Total						3704.2	1	4
JED,JAGATSI NGPUR	BALIKUDA	BALIKUDA 1	Rural	99.6	1	3	1	15427	13
		BALIKUDA 2	Remote Rural	220.9			1	16798	17
		NAUGAON	Rural	127.9			1	17114	15
	JAGATSI NGPUR	DHIASAHI	Rural	56.4			1	9453	8
		J S PUR 1	Urban	60.9			1	16602	13
		J S PUR 2	Rural	92.1			1	12701	11
		MANDASAHI	Rural	49.3			1	8628	8
	RAGHUNATHPUR	BIRIDI	Rural	97.9			1	12565	11
Raghunathpur S/O		Rural	87.6	1	13260	12			
JED,JAGATSI NGPUR Total				892.7	1	3	9	122548	108
KED1, KENDRAPARA	AUL	Aul Sec Off	Urban	78.2	1	4	1	10573	9
		BHUINPUR	Remote Rural	82.2			1	8492	9
		OLAVAR	Rural	112.7			1	11347	10

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL / CCG / 23-24 / 008

Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collecti on activitie s	Cashi er	Collecti on Supervi sor	Collecti on coverag e require	BC requir e			
	KENDRA PARA S/D	RAJKANIKA	Rural	150.0			1	15616	14			
		CHHATA	Rural	56.6			1	9359	8			
		DANPUR	Rural	70.2			1	14064	12			
		INDUPUR	Rural	77.4			1	10131	9			
		KENDRAPAR A 1	Urban	21.1			1	10592	9			
		KENDRAPAR A 2	Urban	119.6			1	12831	10			
		KENDRAPAR A 3	Rural	42.3			1	9429	8			
	PATTAM UNDAI	DANDISAH I	Rural	50.7			1	6478	6			
		PATRAPUR	Remote Rural	49.5			1	7120	8			
		PATTAMUND AI 1	Urban	91.7			1	14862	12			
		PATTAMUND AI 2	Rural	94.5			1	10783	9			
		PATTAMUND AI 3	Rural	59.9			1	6689	6			
	RAJNAGAR	RAJNAGAR 1	Rural	96.6			1	8514	8			
		RAJNAGAR 2	Rural	280.3			1	12392	11			
		TALACHUA	Remote Rural	167.7			1	8985	9			
	KED1,KENDRAPARA Total						1701.4	1	4	18	188257	167
	KED2, MARSHAGHAI	Mahakal apada S/D	BABAR	Remote Rural			110.8	1	2	1	10925	11
			LUNA	Rural			83.9			1	10726	9
MAHAKALAP ADA			Remote Rural	255.4	1	15345	16					
Marshag hai S/D		GARADAPUR	Remote Rural	64.2	1	9343	10					
		KORUA	Rural	80.3	1	12243	11					
		MARSHAGH AI S/D	Rural	90.4	1	13845	12					
		NUAPADA	Rural	112.9	1	16494	14					
KED2,MARSHAGHAI Total				797.8	1	2	7	88921	83			
KHD , KHURD A	BANKI	BANKI 1	Rural	56.4	1	5	1	9034	8			
		BANKI 2	Rural	122.1			1	10781	9			
		BANKI 3	Rural	257.1			1	7388	7			

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Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require
	BEGUNI A	BAGHAMARI	Rural	112.5			1	9354	8
		Begunia S/O	Rural	109.5			1	9444	8
		KALAPATHAR	Rural	115.0			1	11143	10
		RAJSUNAKHALA	Rural	168.4			1	14427	13
	JANKIA	Jankia Sec Off	Rural	119.4			1	11174	10
		MALIPADA	Rural	98.4			1	8284	7
		NIRAKARPUR	Rural	124.4			1	10708	9
	JATNI	HARIRAJPUR	Rural	42.4			1	5217	5
		JANLA	Rural	84.0			1	8954	8
		JATANI 1	Urban	17.5			1	7857	7
		JATANI 2	Urban	29.1			1	4775	4
	KHURDA	KHURDA 1	Urban	15.7			1	9415	8
		KHURDA 2	Rural	138.6			1	10492	9
		KHURDA 3	Rural	140.9			1	11437	10
		KHURDA 4	Rural	58.7			1	6953	6
	KHD , KHURDA Total						1810.1	1	5
NAYAGARH Div	DASPALLA	DASPALLA	Rural	666.9	1	2		7307	7
		GANIA	Rural	342.8			1	1141	1
		NUAGAON	Remote Rural	754.5			1	3126	4
	ITAMATI	BOLAGARH	Rural	83.4			1		
		ITAMATI 1	Rural	73.2					
		ITAMATI 2	Rural	56.4			1	1602	2
	KHANDAPADA	BHAPUR 1	Rural	107.5			1		
		BHAPUR 2	Rural	81.1			1		
		KANTILO	Rural	162.8					
	NAYAGARH Sub Div	KHANDAPADA	Rural	112.9			1	3062	3
		NAYAGARH	Urban	71.5			1	7287	6
		ODAGAON 1	Rural	226.8			1	1430	2
		ODAGAON 2	Rural	119.2			1	347	1
		Periphery S/O	Remote Rural	305.2			1		
	SARANAKUL 1	Rural	71.0						

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Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require			
		SARANAKUL 2	Rural	167.0			1	551	1			
NAYAGARH Div Total				3401.9	1	2	12	25853	27			
NED , NIMAPARA	KAKATPUR	ASTARANG	Remote Rural	116.1	1	3	1	14318	15			
		KAKATPUR 1	Rural	49.1			1	11927	10			
		KAKATPUR 2	Remote Rural	117.9			1	18866	19			
	NIMAPARA	GOP	Remote Rural	196.9			1	18337	19			
		KONARK	Remote Rural	181.8			1	13227	14			
		NIMAPARA 1	Rural	132.4			1	19167	16			
		NIMAPARA 2	Remote Rural	136.0			1	15166	16			
	PIPILI	BALAKATI	Rural	65.6			1	10573	9			
		BALIPATNA	Rural	98.3			1	13878	12			
		BHARATIPUR	Remote Rural	53.2			1	5582	6			
		PIPILI 1	Remote Rural	74.1			1	11620	12			
		PIPILI 2	Remote Rural	56.2			1	10080	11			
	NED , NIMAPARA Total						1277.5	1	3	12	162741	159
	PDP, PARADEEP	KUJANGA	CHATUA	Remote Rural			37.0	1	1	2	2490	3
Kujang			Rural	123.2	1	283	1					
RAHAMA			Rural	116.5								
PARADEEP		BHUTAMUNDAI	Rural	38.9	1	449	1					
		Paradeep Sec Off	Urban	97.4	2	5652	5					
TIRTOL		ERSAMA	Remote Rural	289.8	1	1981	2					
		KOLAR	Rural	79.1	1	497	1					
		TIRTOL	Rural	95.0								
PDP, PARADEEP Total				877.0	1	1	8	11352	13			
PED, PURI	PURI-I	BALIAPANDA	Urban	10.6	1	4	1	8157	7			
		KACHERI	Urban	1.8			1	5603	5			

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Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require			
		PASCHIMADWAR	Urban	2.9			1	7582	6			
		SWARGADWAR	Urban	0.6			1	3113	3			
	PURI-II	BRAHMAGIRI	Rural	229.9			1	16015	14			
		DELANGA	Rural	152.7			1	14962	13			
		KANAS	Rural	138.2			1	12420	11			
		SADAR	Rural	154.5			1	5021	5			
		SUNAMUHI	Rural	241.4			1	9757	9			
	PURI-III	CHARINALA	Urban	8.8			1	4159	4			
		GHODABAZAR	Urban	4.0			1	6599	6			
		POWERHOUSE	Urban	2.3			1	9110	8			
		TALABANIA	Urban	2.7			1	4514	4			
	SAKHIGOPAL	CHANDANPUR	Rural	111.9			1	5594	5			
		SAKHIGOPAL-1	Rural	76.6			1	11643	10			
		SAKHIGOPAL-2	Rural	105.5			1	10665	9			
		SATASANKHA	Rural	72.8			1	11043	10			
	PED,PURI Total						1317.1	1	4	17	145957	129
	SED , SALIPUR	MAHANGA	ERKANA	Remote Rural			55.8	1	4	1	9479	10
			KOTHAPADA	Remote Rural			48.4			1	6598	7
			Mahanga Sec Off	Remote Rural			59.6			1	9719	10
		N.Koili Sec Div	ASURESWAR	Remote Rural			59.3			1	8870	9
N KOILI			Rural	54.0	1	1555	2					
ORIKANTA			Remote Rural	126.2	1	15568	16					
SALIPUR Sub Div		BAHUGRAM	Rural	87.7	1	13436	12					
		RAISUNGUDA	Rural	40.6	1	8932	8					
		SALIPUR 1	Rural	48.5	1	10984	10					
		SALIPUR 2	Remote	42.6	1	7449	8					

CENTRALIZED CONTRACTS GROUP

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Division	Sub Division	Section	Area type	Sq KM Area	KPO for Collection activities	Cashier	Collection Supervisor	Collection coverage require	BC require
			Rural						
SED , SALIPUR Total				622.7	1	4	9	92590	92
TED ,TALCHER	CHAINPAL	BANARPAL	Rural	148.0	1	4	1	4832	5
		Chainpal Sec Off	Rural	48.0			1	3065	3
		MERAMANDALI	Rural	123.8			1	9115	8
	PALLAHARA	KHAMARA	Remote Rural	467.2			2	11540	12
		Pallahara SecOff	Remote Rural	735.9			2	11740	12
		PARBIL	Remote Rural	260.0			1	8190	9
		RENGALI	Remote Rural	213.0			1	5870	6
	PARJANG	PARJANG-I	Rural	354.9					
		PARJANG-II	Remote Rural	482.6			1	7506	8
	TALCHER	HATATOTA	Rural	136.7			1	6420	6
		KANIHA	Rural	171.6			1	4511	4
		SAMALA	Rural	46.2			1	1261	2
		SOUTH BALANDA	Rural	166.0					
		Talcher Sec Off	Urban	22.1			1	8173	7
	TED ,TALCHER Total						3376.1	1	4
Grand Total				28829	18	56	198	1769966	1627

Collection coverage target will be circulated once business associates selected in division. Collection trend and different performance is attached as annexures.

- Section has been defined as City-Urban / Semi-Urban / Rural / Remote Rural based on majority of Consumers falling in a particular category. However, Chief- Commercial / CGM-commerce can decide to define/redefine any Section / Part of the Section 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

3. *Section wise Consumer, bill collector, cashier, supervisor count may differ depending upon the Area. There may be different minimum collection target for different Bill Collector's based on Geography / Difficulty level etc.*
4. *All the manpower deployment will be confirmed in consultation with HQ/EIC after selection and may vary depending on current situation at that time.*
5. *TPCODL reserve the right to increase / reduce no. of Bill Collector, supervisor and 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.*

TPCODL shall set the target for FY'24 on the basis of the performance of FY'23.

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

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure- Penalty & Incentive:****(Service Level Agreement)****Following are the penalties & Incentives for the contract.****1. Collection Coverage -Penalty for Business Associate**

Penalty amount for Business Associate(s) on Non-Achievement of Collection Efficiency			
Sr. No.	Target	Collection Efficiency Non-Achievement	Penalty on Shortfall of Collection Efficiency less than 100 %
1	100% Collection Efficiency	95.01% to 99.99%	1% penalty on supervision charges for each % shortfall.
2		95% to 90%	2% penalty on supervision charges for each % shortfall.
3		Below 90%	3% penalty on supervision charges for each % shortfall.

The Business Associate(s) will get incentive on over- achievement of Collection Efficiency. On every 1% improvement over 100% of incentive of 1% on supervision charges.

2. Collection Coverage-Incentive:

Incentive for Bill Collector, Supervisor.(Per Month)		
Sr. No.	Collection Coverage Improvement over the target	Incentive for Bill Collector on individual coverage of respective Section & Supervisor on individual coverage of respective Sub-Division
1	Each 1 %	Rs.500 on every 1% Improvement

Collection Coverage calculation is subject to realization of current bill amount.**1. Collection Coverage- Retention Amount for BA Employee's:**

Retention amount for Bill Collector, Supervisor
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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

Sr. No.	Collection Coverage Non-Achievement	Retention amount for Bill Collector on individual coverage of respective Section, Supervisor/Cashier for of respective Sub-Division,
1	1 to 5%	Rs.100 on every 1% Non-achievement
2	6 to 10%	Rs.200 on every 1% Non-achievement below 5 %
3	11% and above	Rs.500 on every 1% Non-achievement below 10 %

Incentive / Penalty of the BAs Collector & Supervisor will be decided on Section wise target given by Engineer- In- Charge.

2. 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 Bill Collector through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader/collector reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by Bill Collector/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific Bill Collector 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
6	Incentive on digital payment acceptance (Payment accepted through digital/UPI mode in collection application)	Rs.1/- incentive for collection accepted through UPI mode / QR code from mobile collection application during door to door collection by BA (Payment through UPI/QR incentive is 100% pass on to bill collector)
7	Collection from Temporary Disconnected (TD) cases (as per list publish by HO RRG team as on date of contract)	10% of arrear amount collected. Maximum incentive to individual is limited to Rs. 10000/-.
8	% Increase in Rebate consumers Incentive (Rebate consumer list will be shared to BA and any addition in rebate consumer after achieving target will be incentivized as per above table.)	Overachieving Target - Up to 2% - Additional Money Receipt @ 0.75 of collection rate quoted Overachieving Target - > 2% - Additional Money Receipt @ 1.5 of collection rate quoted

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****4. Quarterly & Annual R & R shall be conducted based on following parameters**

- Promotion & awareness of self/online payment
- Best Bill Collector in each circle/divisions
- Best Supervisor in a circle/division
- Best District In charge in a Division
- Best Agency in maximum delta improvement in Collection, performance in Circle/Division

5. Other Penalties

Sl	Condition	Penalty
1	Collection posting in Wrong Consumer account or wrong amount posting	Rs. 100/- per case, including Warning letter to BA Employees with maximum postings through Business Associate(s).
2	In case of Unethical activity Unethical Activity defined as below; 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 Bill Collector/Supervisor, the BA shall immediately remove the concerned person from TPCODL Bill Collection/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 TPCODL from the Business Associate(s).
3	Late Submission of data	Rs. 5/- per SVR (disconnection/reconnection report) per day. Rs. 5/- per money receipt/per day.
4	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 infringement.
5	Genuine Consumer Complaint on account of Wrong Bill Collection/Remark, Non-delivery of the Payment Receipt, Fake Signature in Bill collection, Disconnection, reconnection POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
6	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

Sl	Condition	Penalty
7	Late submission/ non submission of special Collection/Disconnection/Reconnection cases beyond scheduled time	Rs. 50/- per Case
8	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.
9	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.
10	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.
11	Delay in Cheque deposit to division excluding holiday beyond (2 days)	₹ 1000/- for SBM and for other category ₹ 2000/-
12	Any delay beyond 48 hrs. in cash deposit	1% of amount pending to deposit per day delay.
13	Any disruption of TPCODL business activity due to controllable reason (decided by TPCODL) of BAs	₹ 10000/- per day


Note – Retention amount clubbed together cannot be more than 20% of Net Salary of Bill Collector, Supervisor. Govt. connection, Duplicate, Ghost, Connection not found etc. cases shall be excluded from Collection Coverage subject to if data/format is provided for such consumer by Bill Collector/Supervisor

Maximum Penalty for business associate clubbed together shall not exceed 30% of Supervision charges.

- 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.
- The Executive Engineer of the concerned Divisional Office/HoG - Bill Collection & Billing/HOG-Commercial is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing/Collection team. If the Agency feels aggrieved, then it can approach the Chief - RCM/Chief-Commercial at Head office for adjudication.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure****Collection Bank Guarantee Amount, division-wise.**

Sr.No.	Division Code	Division	Security Amount (Rs. in Lac) to be deposited by BA as BG/Cash to Central Finance
1	BCDD-2	BCDD-2	19.51
2	BED	BED	9.19
3	NED	Nimapara	57.54
4	KHD	Khordha	60.28
5	NYD	Nayagarh	9.76
6	BAED	Balugaon	21.88
7	PED	Puri	66.31
8	CDD-2	CDD-2	30.28
9	CED	CED	49.73
10	AED	Athagarh	30.43
11	SED	Salepur	30.61
12	DED	Dhenkanal	53.81
13	ANED	Angul	29.19
14	TED	Talcher	24.99
15	KED-1	Kendrapara	52.97
16	KED-2	Marshaghai	20.60
17	JED	Jagatsinghpur	37.58
18	PDP	Paradeep	4.73
		Total	609.38

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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

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

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3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

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

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

3.8 Contract Document

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

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

3.9 Contract Language

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

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

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

3.10 Reverse Auction

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

4.0 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

4.1 Indemnity

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

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

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

4.4 Deployment of Work Force

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

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

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

4.7 Company's Right To Use Works

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

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

4.8 Rights of TPCODL to vary the scope work

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

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

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

4.9 Technical Evaluation

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

S. No.	Evaluation Parameter	Max. Score
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
A.2.	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	

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S. No.	Evaluation Parameter	Max. Score
	score assigned by TPCODL based on the above visits shall be final and binding on the bidder (Vendor Evaluation form attached as annex L). 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.

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6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

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

6.2 Bills & Invoices

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

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

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

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

6.3 Payment & Statutory Deductions

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

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

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6.3.1 Statutory Deductions

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

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

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

6.4 Guidelines for Raising Running/ Final Bills

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

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

6.5 Quantity Variation

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

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

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

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

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8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

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

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

9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

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

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

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

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

9.4 Compliance to Labour Laws

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

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

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

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

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

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10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Adherence to Rules & Regulations

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

10.3 Specifications and Standards

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

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

11.0 SAFETY

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

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

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

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

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

12.3 Failure in Guarantee Period (GP)

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

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

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

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

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

13.1 LD Waiver Request

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

13.2 Material Recovery

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

14.0 ASSIGNMENT OR SUBCONTRACTING

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

In such cases where outsourcing is done by the Associate

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

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

15.0 UNLAWFUL ACTIVITIES

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

16.3 Associate's Processes

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

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

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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

18.0 INDEMNITY

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

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

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

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

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

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

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

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

21.2 Suspension for Breach of Contract conditions

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

21.3 Compensation in lieu of Suspension

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

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.2 Termination for convenience of Associate

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

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

22.3 Termination for Convenience of TPCODL

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

24.0 Governing laws and jurisdiction

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

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

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

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

27.0 ERRORS AND OMISSIONS

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

28.0 TRANSFER OF TITLES

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

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

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

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

29.0 SUGGESTIONS & FEEDBACK

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

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

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ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Central Odisha Distribution Limited

Bhubaneswar

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

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

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

The CONDITIONS of this obligation are:

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

or

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

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

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

TP Central Odisha Distribution Limited

Bhubaneswar

CP cum EP BG No.....

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

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

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

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

Dated at _____ this _____ day of _____ 200__

Witness

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

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

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

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

Dated

Signature

Place

Name

Designation

(Company Seal)

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ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

Dated

Signature

Place

Name Designation

(Company Seal)

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ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TP Central Odisha Distribution Limited,

Bhubaneswar

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPCODL Core Values:

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

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

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

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

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPCODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 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.

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

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

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

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

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

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

7.0 Requirements during execution of work:

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 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

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FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

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If yes, furnish details:

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

Name _____ of _____ Insurance _____ Company _____

.....

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

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

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

Date:

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

This Business Associate is / will be engaged in TPCODL.

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

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Form X

Undertaking

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

(_____)

Date:

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Form XI

Undertaking

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

I _____ on behalf of

M/s _____ hereby undertake:

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

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

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

Date:

(_____)
Authorized Signatory

For M/s _____

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FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

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(i) Canteen : _____

(ii) Rest rooms : _____

(iii) Drinking water : _____

(iv) Crèches : _____

(v) First Aid : _____

Signature of contractor

Place _____

Date _____

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

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ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

You are associated with us as

- OEMs Service Contractor Material Suppliers Material & Manpower Supplier

You are associated with us for

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

Your office is located at

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

Your nearly turnover with TPCODL

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

Additional information

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						

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SECTION - B

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

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

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SECTION – E

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

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

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

Recommendation	<i>Please tick (✓) your top 5 expectations out of the following 10 points listed below -</i>	
(Please list down improvement you expect from TPCODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s & 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!!

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ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

Signature & Seal of the Bidder

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:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

ANNEXURE - K

CONTRACTOR SAFETY MANAGEMENT SYSTEM

1. OBJECTIVE

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

2. SCOPE

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

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

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

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

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

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

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

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

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

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

(Details as per Annexure attached)

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

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

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

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

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

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. REWARD AND PUNITIVE MEASURES

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

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

6.2 Measures of Reward and Punitive Measures

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

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.)		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

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

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

6.3.2 COMPENSATION FOR BA PERSONNEL

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

I. For Death or Permanent / Total Disablement

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

II. For Permanent Partial Disablement and Temporary Total Disablement

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

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

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

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

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

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

Abbreviations Used in the Document

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

- END -

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Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

Certification							
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.							
Company Name:							
Turnover and experience:		Name of top officer:					
Date:		Position					
Contract Details							
Contract Name		Contract Number:					
Business Associates Safety Management System Questionnaire				Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>							
- 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			

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Certification				
its operations and relevant work as per contract? - If yes provide a summary listing of procedures or instructions, if No please refer Note 2. - Comments				
- Is there a register of injury or accident? - If yes provide a copy (format)	1			
- 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			

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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)			

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

Note

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

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

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

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

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

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

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Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> 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.

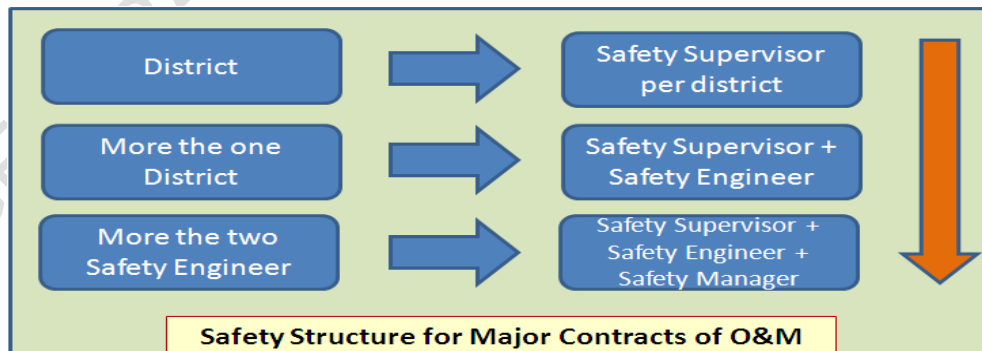
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Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

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

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



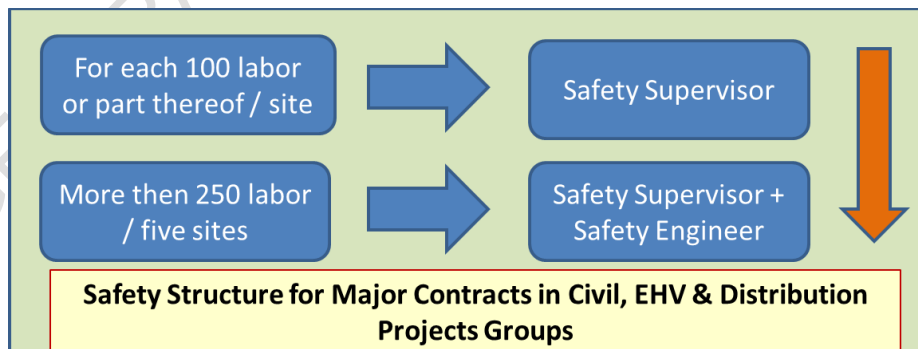
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Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

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

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



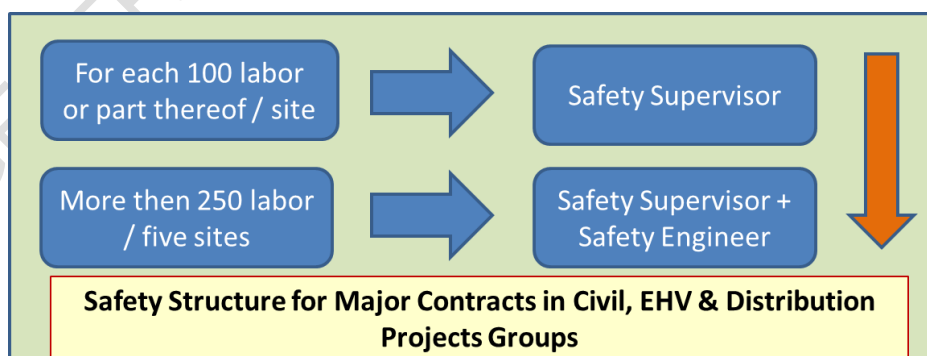
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Annexure 3.3 (Refer Para 4.0)

General Safety Conditions for the major EHV Projects Contracts:

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

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



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Annexure 3.4 (Refer Para 4.0)

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

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

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



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Annexure 3.5 (Refer Para 4.0)

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

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

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



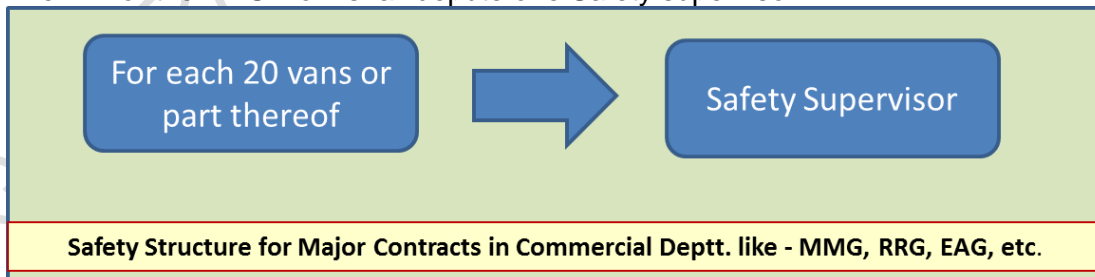
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Annexure 3.6 (Refer Para 4.0)

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

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

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



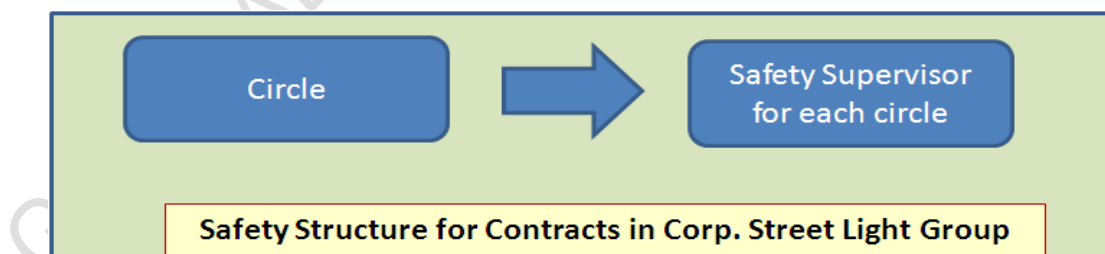
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Annexure 3.7 (Refer Para 4.0)

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

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

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



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Annexure 4 (Refer Para 3.3)

Safety Undertaking by way of Affidavit

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

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

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

DEPONENT

VERIFICATION

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

DEPONENT

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Annexure 5 (Refer Para 5.4)

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

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

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

OR

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

OR

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

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

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

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

OR

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

AND

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

OR

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

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Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

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

Session: 2

Topic: Use of Electrical Testing Equipment

Methodology: Lecture and Practical Demonstration

Sub Topics:

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

Session: 3

Topic: Awareness of Electrical Safety Aspects

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

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

Session: 4

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

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

- It will be conducted for all field & supervisor staff of BA in such a manner that all BA Personnel attend at least two hours safety training during every month.

One Day Induction Safety Training Programs:

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of TPCODL by the BA, as a part of AMC / Work Contract.

Duration / Periodicity:

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPCODL.

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Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY




Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C) Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech) Joseph Leslie Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
06	Fire Proof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPCODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

Note:

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)

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Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime):

Cumulative Man Hour worked:

Total Number of

Minor Injury (this month): Minor Injury (Total)

Major Injury (this month): Major Injury (Total):

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from TPCODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPCODL.	
	Rs.	Rs.		

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

Detail of the Accident / Near Miss Incidents:

Date and Time	Type of the incident	Name of Employee	Brief Description	Corrective and Preventive actions recommended

Details of the Safety Violations:

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Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Tool Box Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

Detail of the Safety Inspection /Audit: (as per TPCODL site audit checklist F29A(COR-P-12))

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participation

Signature of the BA Safety Representative
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 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.

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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 :

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		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
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.)	:

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

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	ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)	:
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS	:
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)	:
14.0	POWER SITUATION	:
15.0	LABOUR SITUATION	:
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED	:
17.0	ORGANIZATIONAL DETAILS 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	DOCUMENTS TO BE ENCLOSED: 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	:

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

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be Proprietorship Deed.

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

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

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.)	Jajpur Circle					
						JRED, Jajpur Road	Total Cost (Rs.)	JTED, Jajpur Town	Total Cost (Rs.)	KuED, Kuakhia	Total Cost (Rs.)
1	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	72	11,19,747.60	68	10,57,539.40	78	12,13,059.90
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	76	17,936.00	73	17,228.00	84	19,824.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	5	2,950.00	5	2,950.00	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	17	30,090.00	63	1,11,510.00	69	1,22,130.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	50	1,18,000.00	0	0.00	9	21,240.00
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	76	44,840.00	73	43,070.00	84	49,560.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	76	89,680.00	73	86,140.00	84	99,120.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							16,32,179.54		15,47,894.63		17,74,912.42
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	128	19,90,662.40	78	12,13,059.90
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	7	1,22,999.03	5	87,856.45
3	Mobile Data Charges	Month	200.00	36.00	236.00	135	31,860.00	83	19,588.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	13	7,670.00	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	60	1,06,200.00	58	1,02,660.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	52	1,22,720.00	20	47,200.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	7	20,650.00	5	14,750.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	135	79,650.00	83	48,970.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	135	1,59,300.00	83	97,940.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							27,72,102.21		17,58,875.13
Additional Vehicle–as & when requirement basis (including GST)						1		1	
Per Month Supervision Cost (in %)									
Per Month Supervision Cost (in Rs.)									
Grand Total Per Month Cost (in Rs.)									
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	165	25,66,088.25	141	21,92,839.05	71	11,04,195.55
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	11	1,93,284.19	10	1,75,712.90	6	1,05,427.74
3	Mobile Data Charges	Month	200.00	36.00	236.00	176	41,536.00	151	35,636.00	77	18,172.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	15	8,850.00	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	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	150	2,65,500.00	6	10,620.00	0	0.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	0	0.00	129	3,04,440.00	71	1,67,560.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	11	32,450.00	10	29,500.00	6	17,700.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	176	1,03,840.00	151	89,090.00	77	45,430.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	176	2,07,680.00	151	1,78,180.00	77	90,860.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							35,46,079.22		31,49,948.73		16,76,196.07
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	84	13,06,372.20	90	13,99,684.50	45	6,99,842.25
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	7	1,22,999.03	7	1,22,999.03	3	52,713.87
3	Mobile Data Charges	Month	200.00	36.00	236.00	91	21,476.00	97	22,892.00	48	11,328.00
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	12	14,160.00
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	77	1,81,720.00	90	2,12,400.00	33	77,880.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	7	20,650.00	7	20,650.00	3	8,850.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	91	53,690.00	97	57,230.00	48	28,320.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	91	1,07,380.00	97	1,14,460.00	48	56,640.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							19,47,038.01		20,77,166.31		10,76,584.90
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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 / 008****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. Revenue Collector 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 / Thermal Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by Concerned Discom), 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 Discom 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.

SL No	Circle Name	Division	Sub-Division	Section name	Area In sq km	Consumer density per sq Km	Section Category	Total Live Consumer	Nos of Bill Collector Required	Total Required SDO wise Supervisors
1	Balasure	BED BALASORE	SDO-I BALASORE	ESO BALASORE NO-I	2.00	3179	Urban	6358	3	1
2	Balasure	BED BALASORE	SDO-I BALASORE	ESO BALASORE NO-II	8.97	909	Urban	8152	4	
3	Balasure	BED BALASORE	SDO-I BALASORE	ESO CHANDIPUR	60.69	78	Remote Rural	4750	3	
4	Balasure	BED BALASORE	SDO-I BALASORE	ESO GOPALGAON#	3.14	2495	Urban	7840	3	
5	Balasure	BED BALASORE	SDO-I BALASORE	ESO MATHASAH	2.14	2801	Urban	5992		
6	Balasure	BED BALASORE	SDO-II BALASORE	ESO BALASORE NO-III	7.14	1724	Urban	12310	5	1
7	Balasure	BED BALASORE	SDO-II BALASORE	ESO BALASORE NO-IV	5.72	1766	Urban	10102	4	
8	Balasure	BED BALASORE	SDO-II BALASORE	ESO GANESWARPUR	12.69	489	Semi-Urban	6207	3	
9	Balasure	BED BASTA	SDO BASTA	ESO BASTA NO-I	112.11	122	Rural	13684	8	1
10	Balasure	BED BASTA	SDO BASTA	ESO BASTA NO-II	71.05	128	Rural	9061	6	
11	Balasure	BED BASTA	SDO BASTA	ESO RAJGHAT	67.71	131	Rural	8889	6	
12	Balasure	BED BASTA	SDO JAMSULI	ESO BALIAPAL	145.24	154	Rural	22362	15	2
13	Balasure	BED BASTA	SDO JAMSULI	ESO JAMSULI	77.06	133	Rural	10229	6	
14	Balasure	BED BASTA	SDO JAMSULI	ESO LANGALESWAR	112.61	130	Rural	14597	9	
15	Balasure	CED BALASORE	RE SDO-I BALASORE	ESO DURGADEVI	76.15	99	Remote Rural	7550	5	1
16	Balasure	CED BALASORE	RE SDO-I BALASORE	ESO REMUNA	51.90	185	Rural	9581	5	
17	Balasure	CED BALASORE	RE SDO-I BALASORE	ESO RUPSA	147.76	111	Rural	16472	11	
18	Balasure	CED BALASORE	RE SDO-II BALASORE	ESO FULADI	51.16	134	Rural	6857	4	1
19	Balasure	CED BALASORE	RE SDO-II BALASORE	ESO ODANGI	94.93	82	Remote Rural	7780	6	
20	Balasure	CED BALASORE	RE SDO-II BALASORE	ESO SARAGAN	104.50	111	Rural	11560	8	
21	Balasure	CED BALASORE	RE SDO-II BALASORE	ESO SRIJANG	69.37	104	Rural	7212	6	
22	Balasure	CED BALASORE	SDO NILGIRI	ESO BARAMPUR	267.15	54	Remote Rural	14527	10	1
23	Balasure	CED BALASORE	SDO NILGIRI	ESO MITRAPUR	113.86	94	Remote Rural	10705	8	
24	Balasure	CED BALASORE	SDO NILGIRI	ESO NILGIRI#	58.56	146	Rural	8556	6	
25	Balasure	CED BALASORE	SDO NILGIRI	ESO SERGARH	60.67	138	Rural	8383	5	
26	Balasure	JED JALESWAR	SDO BHOGRAI	ESO BHOGRAI	66.79	147	Rural	9844	8	2
27	Balasure	JED JALESWAR	SDO BHOGRAI	ESO CHANDANESWAR	78.96	235	Rural	18564	12	
28	Balasure	JED JALESWAR	SDO BHOGRAI	ESO DEHURDA	50.99	303	Rural	15454	9	
29	Balasure	JED JALESWAR	SDO BHOGRAI	ESO KAMARDA-I	125.20	142	Rural	11099	12	
30	Balasure	JED JALESWAR	SDO BHOGRAI	ESO KAMARDA-II		#DIV/0!	Rural	6683	0	2
31	Balasure	JED JALESWAR	SDO JALESWAR	ESO HATIGARH	188.40	90	Remote Rural	16924	12	
32	Balasure	JED JALESWAR	SDO JALESWAR	ESO JALESWAR-I#	37.06	275	Semi-Urban	10181	4	
33	Balasure	JED JALESWAR	SDO JALESWAR	ESO JALESWAR-II	96.47	140	Rural	13549	9	
34	Balasure	JED JALESWAR	SDO JALESWAR	ESO NAMPO	48.91	135	Rural	6604	8	

SL No	Circle Name	Division	Sub-Division	Section name	Area In sq km	Consumer density per sq Km	Section Category	Total Live Consumer	Nos of Bill Collector Required	Total Required SDO wise Supervisors
35	Balasore	SED SORO	SDO BAHANAGA	ESO BAHANAGA	100.16	132	Rural	13187	8	1
36	Balasore	SED SORO	SDO BAHANAGA	ESO GOPALPUR	116.82	132	Rural	15382	10	
37	Balasore	SED SORO	SDO BAHANAGA	ESO KHANTAPADA	60.71	123	Rural	7459	5	
38	Balasore	SED SORO	SDO KHAIRA	ESO DUNGURA	88.03	126	Rural	11078	7	2
39	Balasore	SED SORO	SDO KHAIRA	ESO GANDIBEDA	68.46	108	Rural	7418	5	
40	Balasore	SED SORO	SDO KHAIRA	ESO KHAIRA	153.54	123	Rural	18901	12	
41	Balasore	SED SORO	SDO KHAIRA	ESO OUPADA	106.14	73	Remote Rural	7780	8	
42	Balasore	SED SORO	SDO MARKONA	ESO ADABAZAR	71.89	105	Rural	7581	5	1
43	Balasore	SED SORO	SDO MARKONA	ESO BALIKHANDA	61.01	129	Rural	7844	5	
44	Balasore	SED SORO	SDO MARKONA	ESO MARKONA	86.88	135	Rural	11734	8	2
45	Balasore	SED SORO	SDO SORO	ESO ANANTAPUR	60.09	119	Rural	7122	5	
46	Balasore	SED SORO	SDO SORO	ESO SORO NO-I	164.72	108	Rural	17856	15	
47	Balasore	SED SORO	SDO SORO	ESO SORO NO-II	119.33	129	Rural	15351	6	1
48	Baripada	BED,BARIPADA	SDO BARIPADA	ESO BARIPADA NO-I#	3.97	2305	Urban	9149	4	
49	Baripada	BED,BARIPADA	SDO BARIPADA	ESO BARIPADA NO-II#	8.42	1384	Urban	11651	5	
50	Baripada	BED,BARIPADA	SDO BARIPADA	ESO BHANJPUR	11.88	502	Urban	5966	3	
51	Baripada	BED,BARIPADA	SDO BETNOTI	ESO BAISINGA	222.91	86	Remote Rural	19168	17	
52	Baripada	BED,BARIPADA	SDO BETNOTI	ESO BETNOTI	133.34	100	Remote Rural	13316	11	
53	Baripada	BED,BARIPADA	SDO BETNOTI	ESO KUCHILAKHUNTA	91.20	65	Remote Rural	5925	4	
54	Baripada	BED,BARIPADA	SDO KULIANA	ESO BANGIRIPOSI	496.55	40	Remote Rural	19735	15	3
55	Baripada	BED,BARIPADA	SDO KULIANA	ESO JHARPOKHARIA	373.53	30	Remote Rural	11380	11	
56	Baripada	BED,BARIPADA	SDO KULIANA	ESO SARASKANA	123.00	52	Remote Rural	6361	4	
57	Baripada	BED,BARIPADA	SDO KULIANA	ESO KULIANA	278.17	69	Remote Rural	19158	17	2
58	Baripada	BED,BARIPADA	SDO MORODA	ESO MORODA	317.71	60	Remote Rural	19045	16	
59	Baripada	BED,BARIPADA	SDO MORODA	ESO RASGOBINDPUR	124.58	74	Remote Rural	9237	9	
60	Baripada	BED,BARIPADA	SDO MORODA	ESO GAONAMRDA	92.47	67	Remote Rural	6163	4	3
61	Baripada	BED,BARIPADA	SDO RURAL	ESO CHHANCHA	7.48	832	Urban	6226	3	
62	Baripada	BED,BARIPADA	SDO RURAL	ESO NO-III SHAMAKHUNTA	234.09	62	Remote Rural	14458	13	
63	Baripada	BED,BARIPADA	SDO RURAL	ESO NO-IV SULIAPADA	337.10	61	Remote Rural	20429	17	
64	Baripada	BED,BARIPADA	SDO RURAL	ESO RAGHUNATHPUR	222.61	65	Remote Rural	14480	12	

SL No	Circle Name	Division	Sub-Division	Section name	Area In sq km	Consumer density per sq Km	Section Category	Total Live Consumer	Nos of Bill Collector Required	Total Required SDO wise Supervisors
65	Baripada	RED,RAIRANGPUR	SDO JOSHIPUR	ESO JOSHIPUR	439.67	52	Remote Rural	22990	18	2
66	Baripada	RED,RAIRANGPUR	SDO JOSHIPUR	ESO SUKRULI	212.14	59	Remote Rural	12583	10	
67	Baripada	RED,RAIRANGPUR	SDO JOSHIPUR	ESO RARUAN	153.64	57	Remote Rural	8781	8	
68	Baripada	RED,RAIRANGPUR	SDO KARANJIA	ESO KARANJIA NO-I	69.99	123	Rural	8596	6	2
69	Baripada	RED,RAIRANGPUR	SDO KARANJIA	ESO KARANJIA NO-II	328.36	40	Remote Rural	13103	9	
70	Baripada	RED,RAIRANGPUR	SDO KARANJIA	ESO THAKURMUNDA	1318.10	17	Remote Rural	22832	15	
71	Baripada	RED,RAIRANGPUR	SDO-I RAIRANGPUR	ESO KANTABANI	314.76	42	Remote Rural	13201	11	3
72	Baripada	RED,RAIRANGPUR	SDO-I RAIRANGPUR	ESO RAIRANGPUR#	78.22	149	Semi-Urban	11672	6	
73	Baripada	RED,RAIRANGPUR	SDO-I RAIRANGPUR	ESO BAHALDA	221.50	79	Remote Rural	17557	9	
74	Baripada	RED,RAIRANGPUR	SDO-I RAIRANGPUR	ESO TIRINGI	197.65	58	Remote Rural	11559	9	3
75	Baripada	RED,RAIRANGPUR	SDO-II RAIRANGPUR	ESO BISOI	519.77	47	Remote Rural	24211	17	
76	Baripada	RED,RAIRANGPUR	SDO-II RAIRANGPUR	ESO JAMDA	231.67	51	Remote Rural	11880	10	
77	Baripada	RED,RAIRANGPUR	SDO-II RAIRANGPUR	ESO KUSUMI	348.84	55	Remote Rural	19247	13	3
78	Baripada	UED,UDALA	SDO KHUNTA	ESO BADASAH	209.52	78	Remote Rural	16320	11	
79	Baripada	UED,UDALA	SDO KHUNTA	ESO KHUNTA	344.26	70	Remote Rural	24067	21	
80	Baripada	UED,UDALA	SDO KHUNTA	ESO MANATRI	153.90	94	Remote Rural	14399	8	3
81	Baripada	UED,UDALA	SDO UDALA	ESO KAPTIPADA	551.60	35	Remote Rural	19533	13	
82	Baripada	UED,UDALA	SDO UDALA	ESO UDALA	312.52	71	Remote Rural	22152	18	
83	Bhadrak	BNED,BHADRAK	SDO BASUDEVPUR	ESO BASUDEVPUR NO-I	84.50	122	Rural	10273	7	2
84	Bhadrak	BNED,BHADRAK	SDO BASUDEVPUR	ESO BASUDEVPUR NO-II	70.76	200	Rural	14177	9	
85	Bhadrak	BNED,BHADRAK	SDO BASUDEVPUR	ESO ERAM	62.80	145	RURAL	9106	8	
86	Bhadrak	BNED,BHADRAK	SDO DHAMARA	ESO BEDEIPUR	298.31	60	Remote Rural	17831	16	1
87	Bhadrak	BNED,BHADRAK	SDO DHAMARA	ESO DHAMARA	102.56	70	Remote Rural	7130	7	
88	Bhadrak	BNED,BHADRAK	SDO TIHIDI	ESO CHANDBALI	180.00	86	Remote Rural	15525	14	2
89	Bhadrak	BNED,BHADRAK	SDO TIHIDI	ESO JASHIPUR	220.93	85	Remote Rural	18713	15	
90	Bhadrak	BNED,BHADRAK	SDO TIHIDI	ESO TIHIDI	263.30	109	Rural	28690	20	
91	Bhadrak	BNED,BHADRAK	SDO-I BHADRAK	ESO BHADRAK NO-I	6.32	1321	Urban	8341	4	1
92	Bhadrak	BNED,BHADRAK	SDO-I BHADRAK	ESO BHADRAK NO-II	12.71	781	Urban	9929	6	
93	Bhadrak	BNED,BHADRAK	SDO-I BHADRAK	ESO CHARAMPA	10.83	484	Semi-Urban	5240	3	
94	Bhadrak	BNED,BHADRAK	SDO-I BHADRAK	ESO TAHASIL#	7.46	925	Urban	6900	3	1
95	Bhadrak	BNED,BHADRAK	SDO-II BHADRAK	ESO BHADRAK NO-III	68.51	167	Rural	11435	7	
96	Bhadrak	BNED,BHADRAK	SDO-II BHADRAK	ESO BHADRAK NO-IV (RANDIA)	49.47	139	Rural	6894	4	
97	Bhadrak	BNED,BHADRAK	SDO-II BHADRAK	ESO RAHANJA	50.98	130	Rural	6630	5	

SL No	Circle Name	Division	Sub-Division	Section name	Area In sq km	Consumer density per sq Km	Section Category	Total Live Consumer	Nos of Bill Collector Required	Total Required SDO wise Supervisors
98	Bhadrak	BSED,BHADRAK	SDO ASURALI	ESO ARNAPALA	65.33	143	Rural	9320	7	1
99	Bhadrak	BSED,BHADRAK	SDO ASURALI	ESO ASURALI	73.60	129	Rural	9508	7	
100	Bhadrak	BSED,BHADRAK	SDO ASURALI	ESO BETALIGAON	98.35	87	Remote Rural	8518	7	
101	Bhadrak	BSED,BHADRAK	SDO BHADRAK RURAL(CONSTRUCTION)	ESO AGARPADA	167.56	110	Rural	18368	13	2
102	Bhadrak	BSED,BHADRAK	SDO BHADRAK RURAL(CONSTRUCTION)	ESO BONTH	143.81	104	Rural	14907	10	
103	Bhadrak	BSED,BHADRAK	SDO DHAMANAGAR	ESO BHANDARI POKHARI-I	194.44	78	Remote Rural	15230	13	2
104	Bhadrak	BSED,BHADRAK	SDO DHAMANAGAR	ESO BHANDARI POKHARI-II	107.32	104	Rural	11146	8	
105	Bhadrak	BSED,BHADRAK	SDO DHAMANAGAR	ESO DHAMANAGAR	117.11	153	Rural	17972	13	
106	Jajpur	JED,JAJPUR ROAD	SDO DUBURI	ESO DUBURI	259.94	52	Remote Rural	13606	13	1
107	Jajpur	JED,JAJPUR ROAD	SDO DUBURI	ESO SUKINDA	298.49	52	Remote Rural	15658	14	
108	Jajpur	JED,JAJPUR ROAD	SDO JAJPUR ROAD	ESO CHORDA CHHAKA#	18.00	622	Urban	11199	5	2
109	Jajpur	JED,JAJPUR ROAD	SDO JAJPUR ROAD	ESO DALA	57.54	170	Rural	9783	7	
110	Jajpur	JED,JAJPUR ROAD	SDO JAJPUR ROAD	ESO DANAGADI	72.78	129	Rural	9380	7	
111	Jajpur	JED,JAJPUR ROAD	SDO JAJPUR ROAD	ESO KOREI	142.19	86	Remote Rural	12291	11	
112	Jajpur	JED,JAJPUR ROAD	SDO PANIKOILI	ESO BAITARANI ROAD	39.51	114	Rural	4514	3	1
113	Jajpur	JED,JAJPUR ROAD	SDO PANIKOILI	ESO PANIKOILI	167.34	95	Remote Rural	15935	12	
114	Jajpur	JTED,JAJPUR	SDO BINJHARPUR	ESO BALAMUKULI	51.28	171	Rural	8772	7	2
115	Jajpur	JTED,JAJPUR	SDO BINJHARPUR	ESO BINJHARPUR NO-I	39.28	194	Rural	7639	6	
116	Jajpur	JTED,JAJPUR	SDO BINJHARPUR	ESO BINJHARPUR NO-II	70.93	145	Rural	10267	7	
117	Jajpur	JTED,JAJPUR	SDO BINJHARPUR	ESO MADHUSUDANPUR	44.61	122	Rural	5439	5	
118	Jajpur	JTED,JAJPUR	SDO DASARATHPUR	ESO AHIVAS	34.40	245	Rural	8443	6	2
119	Jajpur	JTED,JAJPUR	SDO DASARATHPUR	ESO DASARATHPUR	70.69	189	Rural	13354	10	
120	Jajpur	JTED,JAJPUR	SDO DASARATHPUR	ESO MANGALPUR	112.79	109	Rural	12304	9	
121	Jajpur	JTED,JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-I#	16.98	716	Urban	12163	5	1
122	Jajpur	JTED,JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-II	64.03	181	Rural	11578	8	
123	Jajpur	JTED,JAJPUR	SDO JAJPUR TOWN	ESO JAJPUR TOWN NO-III	44.34	161	Rural	7148	5	

SL No	Circle Name	Division	Sub-Division	Section name	Area In sq km	Consumer density per sq Km	Section Category	Total Live Consumer	Nos of Bill Collector Required	Total Required SDO wise Supervisors
124	Jajpur	KED,KUAKHIA	SDO BARI	ESO AMATHPUR	61.42	127	Rural	7786	6	2
125	Jajpur	KED,KUAKHIA	SDO BARI	ESO BARI NO-I	61.80	158	Rural	9782	8	
126	Jajpur	KED,KUAKHIA	SDO BARI	ESO BARI NO-II	33.86	157	Rural	5306	4	
127	Jajpur	KED,KUAKHIA	SDO BARI	ESO SUJANPUR	33.26	232	Rural	7712	6	
128	Jajpur	KED,KUAKHIA	SDO DHARMASALA	ESO JARAKA	46.68	209	Rural	9756	4	2
129	Jajpur	KED,KUAKHIA	SDO DHARMASALA	ESO KABATABANDHA	118.47	111	Rural	13105	10	
130	Jajpur	KED,KUAKHIA	SDO DHARMASALA	ESO KUNDAPATNA	30.01	207	Rural	6198	6	
131	Jajpur	KED,KUAKHIA	SDO DHARMASALA	ESO NEULPUR	132.08	75	Remote Rural	9848	9	
132	Jajpur	KED,KUAKHIA	SDO KUAKHIA	ESO BRAHAMABARDA	46.09	211	Rural	9735	7	2
133	Jajpur	KED,KUAKHIA	SDO KUAKHIA	ESO KUAKHIA	71.05	222	Rural	15806	10	
134	Jajpur	KED,KUAKHIA	SDO KUAKHIA	ESO MATHASAH	70.88	168	Rural	11897	8	
135	Keonjhar	AED ANANDPUR	SDO ANANDAPUR	ESO ANANDPUR	352.96	39	Remote Rural	13600	9	
136	Keonjhar	AED ANANDPUR	SDO ANANDAPUR	ESO GASHIPURA	276.65	61	Remote Rural	16882	11	2
137	Keonjhar	AED ANANDPUR	SDO ANANDAPUR	ESO KESUDURAPAL	194.97	37	Remote Rural	7140	4	
138	Keonjhar	AED ANANDPUR	SDO ANANDAPUR	ESO RAMCHANDRAPUR	195.01	66	Remote Rural	12895	8	
139	Keonjhar	AED ANANDPUR	SDO BIDYADHARPUR	ESO BIDYADHARPUR	140.31	69	Remote Rural	9671	6	
140	Keonjhar	AED ANANDPUR	SDO BIDYADHARPUR	ESO HATADIHI	223.99	89	Remote Rural	19956	12	1
141	Keonjhar	AED ANANDPUR	SDO GHATAGAON	ESO DHENKIKOTE	510.10	38	Remote Rural	19521	14	1
142	Keonjhar	AED ANANDPUR	SDO GHATAGAON	ESO GHATAGAON	276.07	29	Remote Rural	7949	6	1
143	Keonjhar	AED ANANDPUR	SDO GHATAGAON	ESO HARI CHANDANPUR	1099.37	23	Remote Rural	25178	20	2
144	Keonjhar	JED JODA	SDO BARBIL	ESO BARBIL NO-I#	48.12	140	Semi-Urban	6746	3	1
145	Keonjhar	JED JODA	SDO BARBIL	ESO BARBIL NO-II	135.13	62	Semi-Urban	8349	3	
146	Keonjhar	JED JODA	SDO BARBIL	ESO BHADRASAHI	136.53	22	Remote Rural	2987	2	
147	Keonjhar	JED JODA	SDO CHAMPUA	ESO CHAMPUA	265.64	69	Remote Rural	18424	11	1
148	Keonjhar	JED JODA	SDO CHAMPUA	ESO JHUMPURA	191.96	74	Remote Rural	14286	8	
149	Keonjhar	JED JODA	SDO CHAMPUA	ESO REMULI	452.00	50	Remote Rural	22538	8	
150	Keonjhar	JED JODA	SDO JODA	ESO JODA	178.27	66	Semi-Urban	11750	6	1
151	Keonjhar	JED JODA	SDO JODA	ESO JURUDI	270.44	18	Remote Rural	4789	4	
152	Keonjhar	KED KEONJHAR	SDO TURMUNGA	ESO PATNA	261.61	41	Remote Rural	10636	8	2
153	Keonjhar	KED KEONJHAR	SDO TURMUNGA	ESO SAHARPADA	403.08	49	Remote Rural	19568	14	
154	Keonjhar	KED KEONJHAR	SDO TURMUNGA	ESO TURUMUNGA	312.70	54	Remote Rural	16958	14	1
155	Keonjhar	KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-I#	10.74	938	Urban	10073	4	1
156	Keonjhar	KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-II	57.46	82	Remote Rural	4712	3	
157	Keonjhar	KED KEONJHAR	SDO-I KEONJHAR	ESO KEONJHAR NO-III	23.15	292	Semi-Urban	6755	3	
158	Keonjhar	KED KEONJHAR	SDO-II KEONJHAR	ESO BANSPAL	917.30	15	Remote Rural	13811	11	
159	Keonjhar	KED KEONJHAR	SDO-II KEONJHAR	ESO KEONJHAR RE-I	299.75	48	Remote Rural	14263	11	3
160	Keonjhar	KED KEONJHAR	SDO-II KEONJHAR	ESO TELKOI	1006.98	19	Remote Rural	18734	16	

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure VII****Scope of Work & Service Level Agreement****Revenue Collection, Deposit collected amount in bank & Operation of Collection Van**

The scope of work & Service level agreement consists of Revenue Collection using dedicated bill collectors, or alternate avenues, and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s), using 4G and GPS enabled smart mobile phones and impact/thermal 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:

- The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with and Bluetooth printer along with stationery for bill printing as per requirement of TPNODL, for each bill collector. The minimum specification of Phone, Printer & Paper Roll is annexed **(Under Annexure)**
- Mobile phones should have enough storage space to store historical & current consumer, billing and payment history, payment data for the entire day and also have enough battery backup for up to 8-10 hours.
- The Business Associate(s) shall preferably use 2 SIM cards of 2 separate service providers with wider coverage of connectivity.
- Smart mobile phone shall have preloaded collection App provided by TPNODL and/or data fetched on real time basis, the bill collector /cashier shall enter payment particulars in cash/cheque/digital and the instrument shall issue payment receipt to consumer on successful authorization of transaction.
- The device should be 4G/5G based GPS enabled to identify collection spot, remote transfer of payment data and side by side to track the location of bill collector and mobile cash van on real time basis for monitoring purpose.
- Payment receipt should be on / impact / thermal Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed payment receipt parameters are clearly legible and the impression should last for at least 6 months from the date of printing. For digital mode of payment collection, TPNODL will provide MPoS machine along with the network connection.
- The Business Associate(s) shall deploy section wise specified number of bill collectors, vehicle & Sub-Division Wise Supervisors as given in Annexure II. However, TPNODL reserves the right to increase or reduce this count based on its assessment whenever required. Business Associate can arrange for

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options/avenues of Cashier/Mobile Cash Vans for achieving the set target. In case Cashier/ Mobile Vans are engaged on direction of TPNODL, BA will receipt additional payment from TPNODL for additional services in lieu of cashier and Mobile Vans.

- The Business Associate shall deploy minimum 1 No. of 4 wheeler Vehicle (Bolero or equivalent) in each section for the collection drive. The vehicle will be used for Arrear recovery drive under supervision of TPNODL officer.
- Bill collectors, cashiers, & Supervisor's deployed by Business Associate shall get Minimum wages in Semi-Skilled & Skilled Category respectively. On Non-Achievement/over-Achievement of monthly Target will attract Penalty/Incentive for Bill Collector, Supervisor & Business Associate(s) as indicated in Annexure.
- TPNODL Reserves the right to disqualify any Bidder if bid price (Supervision charges) offered by bidder is less than the 20% of the average price quoted by all the bidders for the particular divisions. Supervision charges shall include cost of Mobile, printer, Paper Roll, Printer Cartridge, office equipment/establishment, cost of Bank Guarantee, cost of 4 wheelers, tools, cash transportation/insurance as well as penalty/incentive on target achievement & Revenue Margin.
- Single BA will not be selected as Meter Reading and Bill Distribution Agency and Bill Collection Agency in any particular Divisions. Existing AMC contractor engaged by TPNODL in respective divisions will have Right of First Refusal (RoFR) based on the discovered price. Decisions of TPNODL will be final and binding on all the parties in this aspect.
- TPNODL reserves the right to reduce no of Bill Collectors/ Supervisors etc., by giving at least one month prior notice to BA.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Executive Engineer of the Division shall be the Engineer In-Charge of the Contract (EIC), under this contract. EIC may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding collection, will remain with EIC & same shall be final & binding to both parties. The authority for daily work allocation, monitoring and performance assessment of bill collectors for retention/ incentive will be the respective Section Managers/ Section Commercial Officers.

This shall be a division wise three-part as explained below:

Part-1. Base Component: Manpower Cost of Section Wise Bill Collectors, & Supervisor's with their Minimum Wages (Annexure) +Incentive/retention

Part-2. Variable Component: Cost of Supervision charges which shall include cost of Mobile Device, Impact/thermal Printer, Paper Roll, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by

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concerned Discom), Mobile Cartridge wherever required, Office Establishment, Data Entry Operator, One Vehicle for each section for Revenue recovery, cash insurance, cash transportation, cost of Bank Guarantee, profit margin, Cost of Project Manager and other day to day expenses etc. **Banking charges related deposit of cash in TPNODL designated account (at division level) will be borne by TPNODL.**

Part-3. Incentive/ Penalty: Incentive & penalty on target Achievement as Indicated 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 initial period of 1 year and extendable to additional 1 year. The contract value shall however initially be placed for a period of 1 year. TPNODL reserves the right to extend the contract for a period of further 1 year as per the agreed rates based on performance.

1. The Bidder requires to submit Price bid, Division wise, for each Division of any Discoms as interested in the attached format as per Price Bid. Under normal scenario, one Bidder shall not be allocated more than 2 divisions within one circle , after outcome of technical and Commercial Bid Evaluation. TPNODL reserves the right to allocate a Division or multiple Divisions within a Circle to a particular bidder.
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 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 Bill Collection, Collection through Collection Centers/mobile cash vans. The training program and agenda will be prepared in collaboration with TPNODL and implemented in the presence of TPNODL representative.
4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPNODL. Bill Collector, cashier, lineman, helper & Supervisor's recruitment by BA shall be done after their interaction and concurrence by TPNODL officer nominated by EIC/Chief-RCM. The deputed persons shall be dedicatedly involved in the activities under this Contract and shall not have multiple employments. If at any point any person is found to be employed/ involved in any other profession/ job, he/she will be liable to be terminated forthwith and BA shall be liable for penalty.
5. The Business Associate shall submit documents of Bill Collector, cashier, lineman, helper & Supervisors to TPNODL BA-Cell for issuance of I-Card within 7 Days of

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LOI/RC. Further in case of misuse of I-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) may be required to adopt dress code for the engaged bill collectors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division.
7. TPNODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to 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 at 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 bill collector, cashier to report to the concerned Section Manager/Section Commercial officer for daily allocation of Bill Collection & related allocated work. The minimum wages/ incentive/ retention amount of the collectors & other staff shall be determined as certified by the EIC
11. Supervisor shall report to the SDO/any other official as designated by TPNODL from time to time at Sub-Division level. He shall co-ordinate with the concerned Section Manager/Section Commercial officer and the bill collectors/cashiers for ensuring achievement of the daily performance targets/providing necessary administrative and logistics & billing equipment support. He should also co-ordinate with the Business Associate for ensuring availability of the required number of Bill Collectors at all times.
12. If Bill Collector/Supervisor's collection coverage is less than the monthly assigned target, then he shall be served with warning letter to improve within 15 days else shall be terminated by BA after serving him a 30 days' Notice period. (Refer Annexure III for Penalty & retention/Incentive detail). However, Chief Commercial or Chief Revenue Protection shall be final authority to decide in case of any representation or facts are produced by any bill collector / supervisor justifying his claim or low performance, basis recommendation of EIC.
13. Minimum Collection amount by Bill Collector's should be equal to total bill value, but in no case it should be less than Current demand. No collection of less than current demand to be made. Unique Consumer number covered/collected in a month will be considered for Collection coverage purpose.
14. The Business Associate(s) collection target is 100% Collection efficiency in every month per division (Collection efficiency in % = Total payment received in division /

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- Total Current bill value). Extra Incentive will be given to BA on more than 100% Collection Efficiency (Refer Annexure III for Penalty & Incentive detail).
15. Manpower engaged in this contract shall be dedicated and shall not be assigned activities beyond this scope. Also, the manpower for each activity of bill collection. No BA employee shall be engaged in concurrent employment, if anyone found violating shall be punished leading to Termination of the service immediately.
 16. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
 17. Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
 18. TPNODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
 19. Bill collection activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Bill Collector may also be asked to do collection, recovery in live and disconnected connections. The EIC may also utilize the bill collectors for collection of LT 3 Phase connections. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPNODL.
 20. Payment Not received cases shall be followed by the business associate supervisor through Special Site visit in 2% cases.
 21. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any Bill Collector, 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.
 22. Business Associate(s) shall ensure Bill Collection, of consumers within stipulated time schedule as specified by EIC TPNODL.
 23. Bill Collection activity is to be undertaken on Monthly basis or, as decided by TPNODL depending upon the urban & rural geography of the area.
 24. Bill Collectors, cashiers, linemen, helper must be medically fit and it is mandatory to submit fitness certificate before employing the Bill Collector & supervisor.
 25. In case of termination of any employee by Business Associate(s), same shall be informed to TPNODL specifying reasons for termination.
 26. Provision has to be made by the Business Associate(s) that Bill Collector does not switch off the GPS, data connection and use any other application, internet other than the Collection 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 Bill Collector.
 27. In case of any short coming noticed in the work i.e. taking bribe, misbehaving with consumer, holding the cash, short deposit of cash, wrong reporting of disconnection/reconnection, the Business Associate(s) will be penalized (Refer

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Annexure - Penalty & Incentive) on this account on receipt of the complaint from the customer or TPNODL's staff after due verification by the Junior Engineer whose decision shall be final.

28. In case the uploaded data is not transferred from collection application remotely or if manual money receipts are used (subject to approval of TPNODL management), 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.
29. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass for bill collectors, supervisors having minimum qualification of Graduation Degree from a reputed University, , having sufficient knowledge of job 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 & in no case the age of employee should be less than 18 years. Details of such manpower shall be provided to TPNODL before commencement of the work under this Agreement. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
30. Business Associate (s) has to ensure that replenishment of resources/manpower is done on immediate basis, so that performance is not hampered. It also has to be ensured for availability of manpower throughout the week by adopting rotational schedule and by adhering to labour laws.
31. Business Associate(s) shall arrange necessary safety equipment's like Gum Boots and umbrella/ Rain Coat (during rainy season),.
32. The personnel should be conversant to read write and speak in local language and Hindi to interact with consumers. In addition, should be conversant in English for understanding of mobile app, read and understand bill and/or other documents.
33. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
34. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPNODL.
35. Agency shall do Prior Canvassing at site for Bill Collection before the scheduled Spot Collection date & a future date shall also be intimated to consumers for Collection Purpose.
36. Data sync-in / sync-out to TPNODL system will be required in case of mobile app being used on offline mode.
37. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for money receipt printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Bill Collection, recovery, activities due to unavailability of smart mobile phones and Bluetooth printer along with stationery for payment receipt.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

38. 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.
39. 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.
40. The software will be provided by TPNODL for Bill Collection activities which the business associates should only use and no other software shall be used.
41. 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.
42. Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPNODL informed of such changes in system.
43. 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 supply status, category use, premises not in use, premises partially being used possible theft etc.
44. Business Associate(s) shall encourage all the employees to report the exceptions like address mismatch, on site conditions, wrong meter no., unsafe condition, theft of electricity or unauthorized use, incorrect meter reading, bill not delivered, provisional billing, other bill disputes etc. to improve collection efficiency.
45. 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.
46. Business Associate(s) shall assist TPNODL and ensure that Consumers complaints regarding Bill Collection, Disconnection and Reconnection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPNODL.
47. Since the Bill Collection, Collection through Collection Centers/mobile cash vans, 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 or causing any harassment to the Consumer of TPNODL.
48. Business Associate(s) shall provide all necessary support in implementing new/innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement Collection, Collection through Collection Centers/mobile cash vans, performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.

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49. The BA shall serve the separate Disconnection Notice to the consumers along with the scheduled 1-phase normal Bill Collection. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC.
50. 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 to whom handed over (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 for carrying out the activities listed in scope of work.
- After completing the assigned work in a particular Section the concerned SDO would have the right to utilise the manpower optimally across the various section in same Sub-Division. At regular interval, Bill Collector 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 & may be reduced from time to time subject to awarding contract to SHGs (Women Self Help Groups) or with introduction of alternative payment avenues for consumers after mutual agreement between TPNODL & BA
- The Business Associate(s) has to submit Collection Bank Guarantee (BG) for T+2 Days based on average collection Target of 3 days against which Top-up amount will be extended in online collection Application. BA will further allocate Top-up amount to Bill Collector's for doing cash collection from Consumer. TPNODL will review the collection amount for the initial 2 months, if the BG amount is less than the average collection of 3 days then BA will be informed to furnish a Bank Guarantee of differential amount and he/she will be liable to deposit the additional BG within 7 days from the date of information by EIC. This will be valid for a period equivalent to contract validity plus claim period of one year plus one month. To derive the collection Bank Guarantee for a division, maximum bill amount for the year FY'22 is considered and assumed that 70% of the amount shall be collected by BA's. Per day average has been considered of such amount and Collection BG value is derived for 3

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days – Division wise amount is annexed in Annexure IV. In case at any point the BG falls short of the collection amount or there is delay in depositing of the collected amount in the designated Banks of TPNODL, the payment against invoices due to the BAs would be retained till the adequate BG top up is provided

6. The said Collection bank guarantee will also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank Guarantee.
7. Additionally, Performance Bank Guarantee amounting to 5% of the contract value will be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month.
8. Insurance for physical Cash / Cheque / DDs / Pay orders will be the responsibility of BA from collection from consumer till deposit in the TPNODL nominated Bank. Any loss, including consequential loss, to TPNODL due to theft / fire / burglary or any other untoward incidence etc. will be made well to TPNODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum will be charged by TPNODL without prejudice to its other rights as may be available to it under law.
9. The Business Associate(s) will ensure submission of site verification report in hard /soft form submit it to Section Commercial Officer/person deputed by EIC on daily basis..

4. Establishment, Data Compilations and Reports:

- Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- Business Associate(s) would have to establish an official set ups 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.
- The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices.
- Business Associate(s) would engage an experienced Project Manager to report to TPNODL 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. In addition, minimum one supervisor has to deployed in each sub-division to manage supervise bill collection, logistic support and administrative support to the teams.
- The Business Associate(s) is also liable to assist TPNODL in correction of its database by carrying out drive for address correction / verification, correct

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allocation of DT/binder/meter book, phone number, route/walking sequence & meter status details etc.

- Submission of data/MIS/compliances by Business Associate(s) to TPNODL shall be in the form of hard/soft copy as per the requirement of TPNODL.
- Availability: Revenue Collection, Collection through Collection Centers /mobile cash vans is to be available at all times. 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

- a. Revenue Collection, Collection through Collection Centers/mobile cash vans, Business Associate(s) shall describe approach and methodology in:
- b. By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
- c. 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.
- d. 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).
- e. 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.
- f. In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.
- g. 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.
- h. Securing the relevant infrastructure and integrating with existing TPNODL infrastructure security including network perimeter defences, server security, and data infrastructure security.
- i. Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

6. 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

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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 Bill Collectors 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 any liabilities or damages by way of compensation arising from any accident to the person or property of Whose of your employment or to any other person whomsoever, during the 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.

7. Responsibility Matrix:

TPNODL & Business Associate(s) shall have the following responsibilities:

- a. 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 level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- b. 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/Collection databases of consumers for past.
- c. Identify appropriate officers 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 Nodal Officer from CSO and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.

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- g. The Business Associate(s) will have to furnish the Revenue Collection, Collection through Collection Centers / mobile cash vans, name of Bill Collector, Cashiers, prior to starting the Collection and Recovery activity on 1st day 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.
- j. Number of slippage in schedule – with respect to Spot Collection, Collection through Collection Centers/mobile cash vans,.
- k. Number of errors in recording Spot Collection, Collection through Collection Centers/mobile cash vans, Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- l. The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- m. While TPNODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for Bill Collection, bidder shall not charge for the extra time and cost involved.
- n. The Business Associate(s) has to support TPNODL for organization of necessary camps to improving the Collection percentage.
- o. In case of wrong / non-reporting of Bill Collection, 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.
- p. On the receipt of written complaint from TPNODL, the Business Associate(s) shall take action against the particular Bill Collector within a week of receipt of such complaint.
- q. The Bill Collections 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.
- r. 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.
- s. In case Collection, 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 III.
- t. Bill Collections of a consumer shall be taken on the fixed date as specified in schedule and any deviation of Bill Collection date will attract

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penalties.

- u. Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- v. 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.
- w. TPNODL would not consider cases of "Address Not Traceable" as a valid excuse for not paid cases. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPNODL' S staff, penalties would be imposed accordingly as a wrong remark.
- x. During the course of the engagement, TPNODL is not liable for any injuries occurring to the Business Associate(s) staff during Spot Collection, Collection through Collection Centers/mobile cash vans,. Moreover, TPNODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- y. Any additional information related to the Collection, Collection through Collection Centers/mobile cash vans, required by the TPNODL should be furnished as instructed from to time to time.
- z. Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- aa. Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure- Penalty & Incentive:****(Service Level Agreement)****Following are the penalties & Incentives for the contract.****1. Collection Coverage -Penalty for Business Associate**

Penalty amount for Business Associate(s) on Non-Achievement of Collection Efficiency			
Sr. No.	Target	Collection Efficiency Non-Achievement	Penalty on Shortfall of Collection Efficiency less than 100 %
1	100% Collection Efficiency	95.01% to 99.99%	1% penalty on supervision charges for each % shortfall.
2		95% to 90%	2% penalty on supervision charges for each % shortfall.
3		Below 90%	3% penalty on supervision charges for each % shortfall.

The Business Associate(s) will get incentive on over- achievement of Collection Efficiency. On every 1% improvement over 100% of incentive of 1% on supervision charges.

2. Collection Coverage-Incentive:

Incentive for Bill Collector, Supervisor.(Per Month)		
Sr. No.	Collection Coverage Improvement over the target	Incentive for Bill Collector on individual coverage of respective Section & Supervisor on individual coverage of respective Sub-Division
1	Each 1 %	Rs.500 on every 1% Improvement

Collection Coverage calculation is subject to realization of current bill amount.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****1. Collection Coverage- Retention Amount for BA Employee's:**

Retention amount for Bill Collector, Supervisor		
Sr. No.	Collection Coverage Non-Achievement	Retention amount for Bill Collector on individual coverage of respective Section, Supervisor/Cashier for of respective Sub-Division,
1	1 to 5%	Rs.100 on every 1% Non-achievement
2	6 to 10%	Rs.200 on every 1% Non-achievement below 5 %
3	11% and above	Rs.500 on every 1% Non-achievement below 10 %

Incentive / Penalty of the BAs Collector & Supervisor will be decided on Section wise target given by Engineer- In- Charge.

2. Other Incentive/Rewards:

Sl 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 Bill Collector through Business Associate(s) on resumption of billing.
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader/collector reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by Bill Collector/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific Bill Collector 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

4. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Bill Collector in each circle/divisions
- Best Supervisor in a circle/division
- Best District In charge in a Division
- Best Agency in maximum delta improvement in Collection, performance in Circle/Division.

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****5. Other Penalties**

Sl	Condition	Penalty
1	Collection posting in Wrong Consumer accountor wrong amount posting	Rs. 100/- per case, including Warning letter to BA Employees with maximum postings through Business Associate(s).
2	In case of Unethical activity Unethical Activity defined as below; 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 Bill Collector/Supervisor, the BA shall immediately remove the concerned person from TPNODL Bill Collection/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 TPNODL from the Business Associate(s).
3	Late Submission of data	Rs. 5/- per SVR (disconnection/reconnection report) per day. Rs. 5/- per money receipt/per day.
4	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 infringement.
5	Genuine Consumer Complaint on account of Wrong Bill Collection/Remark, Non-delivery of the Payment Receipt, Fake Signature in Bill collection, Disconnection, reconnection POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
6	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case
7	Late submission/ non submission of special Collection/Disconnection/Reconnection cases beyond scheduled time	Rs. 50/- per Case
8	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.
9	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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

10	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.
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Note – Retention amount clubbed together cannot be more than 20% of Net Salary of Bill Collector, Supervisor. Govt. connection, Duplicate, Ghost, Connection not found etc. cases shall be excluded from Collection Coverage subject to if data/format is provided for such consumer by Bill Collector/Supervisor

Maximum Penalty for business associate clubbed together shall not exceed 30% of Supervision charges.

- a. 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.
- b. The Executive Engineer of the concerned Divisional Office/HoG - Bill Collection & Billing/HOG-Commercial is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing/Collection team. If the Agency feels aggrieved, then it can approach the Chief - RCM/Chief-Commercial at Head office for adjudication.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure****Collection Bank Guarantee Amount, division-wise.**

Circle	Division	Collection Bank Guarantee Amount (Rs. In Lakhs)
Balasore	BED, Balasore	50.00
Balasore	BTED, Basta	27.00
Balasore	JED, Jaleswar	38.00
Balasore	CED, Balasore	38.00
Balasore	SED, Soro	46.00
Keonjhar	KED, Keonjhar	45.00
Keonjhar	JOED, Joda	34.00
Keonjhar	AED, Anandapur	39.00
Bhadrak	BNED, Bhadrak	95.00
Bhadrak	BSED, Bhadrak	69.00
Jajpur	JRED, Jajpur	62.00
Jajpur	JTED, Jajpur	73.00
Jajpur	KUED, Kuakhia	80.00
Baripada	BPED, Baripada	105.00
Baripada	RED, Rairangpur	61.00
Baripada	UED, Udala	20.00

TPNODL	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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Prepared By Imran Ahmad/ Swetaraj Parida	Reviewed By Vipin Chauhan	Approved By Sunil Bhattar

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Digitally signed by SUNIL BHATTAR
 DN: cn=IN, o=Personal,
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23.0	Dispute resolution and arbitration
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25.0	ATTRIBUTES OF GCC
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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2 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

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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)

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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

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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

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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

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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.

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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

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

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

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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

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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

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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
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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.

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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 :

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- 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

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*** 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.

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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:-

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- 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

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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.

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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

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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

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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.

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

15.0 UNLAWFUL ACTIVITIES

The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the 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

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

16.4 Exclusions

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

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

16.5 Violation

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

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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.

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

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

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

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

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

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

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

21.0 SUSPENSION Of CONTRACT

21.1 Suspension for Convenience

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

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- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to 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

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

- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by 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 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

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

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This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to 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.

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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

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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

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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)

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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

- (a) Format shall be followed in toto
- (b) Claim period of 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

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

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

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

(To be submitted by the Associate to 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)

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ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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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

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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.

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of 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.

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- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of 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).

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

7.0 Requirements during execution of work:

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 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

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FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

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If yes, furnish details:

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

Name _____ of _____ Insurance _____ Company _____

.....

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

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

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Form X

Undertaking

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

(_____)

Date:

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Form XI

Undertaking

With reference to the contract job awarded by M/s 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 _____

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FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

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

Signature of contractor

Place _____

Date _____

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

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ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

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(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/						

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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						

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SECTION - B

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of 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						

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

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SECTION – E

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

Please spare your thoughts for 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!!

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ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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ANNEXURE - J

To,
DGM (Finance)
TPNODL
Balasore

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

Dear Sir,

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

Vendor Code :

Title of Account in the Bank :

Account Type :

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

Bank Account Number :

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

Name & Address of Bank :

Bank Contact Person's Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

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

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

Bank Branch IFSC Code :

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

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

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:
Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

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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		:

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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)	:

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		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		

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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	:

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	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				

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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 	
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* **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).

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- 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.*

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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**

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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.

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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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	71	11,04,195.55	63	9,79,779.15	62	9,64,227.10
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	7	1,22,999.03	6	1,05,427.74	5	87,856.45
3	Mobile Data Charges	Month	200.00	36.00	236.00	78	18,408.00	69	16,284.00	67	15,812.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00	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	71	1,25,670.00	63	1,11,510.00	62	1,09,740.00
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	7	20,650.00	6	17,700.00	5	14,750.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	78	46,020.00	69	40,710.00	67	39,530.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	78	92,040.00	69	81,420.00	67	79,060.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							16,74,404.65		14,97,252.96		14,55,397.62
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	83	12,90,820.15	159	24,72,775.95	97	15,08,548.85
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	6	1,05,427.74	10	1,75,712.90	5	87,856.45
3	Mobile Data Charges	Month	200.00	36.00	236.00	89	21,004.00	169	39,884.00	102	24,072.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00	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	83	1,46,910.00	159	2,81,430.00	97	1,71,690.00
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	6	17,700.00	10	29,500.00	5	14,750.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	89	52,510.00	169	99,710.00	102	60,180.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	89	1,05,020.00	169	1,99,420.00	102	1,20,360.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							18,83,813.96		34,42,854.92		21,31,879.37
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	21	3,26,593.05	15	2,33,280.75	39	6,06,529.95
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	3	52,713.87	1	17,571.29	4	70,285.16
3	Mobile Data Charges	Month	200.00	36.00	236.00	24	5,664.00	16	3,776.00	43	10,148.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	9	5,310.00	15	8,850.00	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	12	21,240.00	0	0.00	39	69,030.00
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	1	2,950.00	4	11,800.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	24	14,160.00	16	9,440.00	43	25,370.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	24	28,320.00	16	18,880.00	43	50,740.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							6,07,272.99		4,39,170.11		9,88,325.18
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	23	3,57,697.15	51	7,93,154.55	60	9,33,123.00
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	2	35,142.58	4	70,285.16	4	70,285.16
3	Mobile Data Charges	Month	200.00	36.00	236.00	25	5,900.00	55	12,980.00	64	15,104.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00	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	23	40,710.00	51	90,270.00	60	1,06,200.00
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	4	11,800.00	4	11,800.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	25	14,750.00	55	32,450.00	64	37,760.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	25	29,500.00	55	64,900.00	64	75,520.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							6,34,021.80		12,20,261.78		13,94,214.23
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	161	25,03,880.05	99	15,39,652.95	67	10,41,987.35
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	10	1,75,712.90	12	2,10,855.48	5	87,856.45
3	Mobile Data Charges	Month	200.00	36.00	236.00	171	40,356.00	111	26,196.00	72	16,992.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	17	10,030.00	5	2,950.00	5	2,950.00
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	144	2,54,880.00	94	1,66,380.00	62	1,09,740.00
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	10	29,500.00	12	35,400.00	5	14,750.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	171	1,00,890.00	111	65,490.00	72	42,480.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	171	2,01,780.00	111	1,30,980.00	72	84,960.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	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	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							34,61,451.02		23,22,326.50		15,46,137.87
Additional Vehicle–as & when requirement basis (including GST)						1		1		1	
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 / 008****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. Revenue Collector 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 / Thermal Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by Concerned Discom), 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 Discom 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure VII****Scope of Work & Service Level Agreement****Revenue Collection, Deposit collected amount in bank & Operation of Collection Van**

The scope of work & Service level agreement consists of Revenue Collection using dedicated bill collectors, or alternate avenues, and other associated activities at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s), using 4G and GPS enabled smart mobile phones and impact/thermal 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:

- The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with and Bluetooth printer along with stationery for bill printing as per requirement of TPSPDL, for each bill collector. At any point of time the Phone should not be older than 02 years. Alternatively, BA may provide mPOS meeting the technical specification of TPSODL. The minimum specification of Phone, Printer & Paper Roll is annexed (Under Annexure).
- Mobile phones should have enough storage space to to run the TPSODL provided Collection App smoothly and to store historical & current consumer, billing and payment history, payment data for the entire day and also have enough battery backup for up to 8-10 hours.
- The Business Associate(s) shall provide sim of best network service provider in the area specific.
- Smart mobile phone shall have preloaded collection App provided by TPSODL and/or data fetched on real time basis, the bill collector /cashier shall enter payment particulars in cash/cheque/digital and the instrument shall issue payment receipt to consumer on successful authorization of transaction.
- The device should be 4G/5G based GPS enabled to identify collection spot, remote transfer of payment data and side by side to track the location of bill collector and mobile cash van on real time basis for monitoring purpose.
- Payment receipt should be on / impact / thermal Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed payment receipt parameters are clearly legible and the impression should last for

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

at least 6 months from the date of printing TPSODL.

- The Business Associate(s) shall deploy section wise specified number of bill collectors, vehicle & Sub-Division Wise Supervisors and section wise supervisors in selected sections (selection is based on Criteria: area of section, No of consumers and Arrears) as given in Annexure II. However, TPSODL reserves the right to increase or reduce this count by 25% based on its assessment whenever required. Business Associate can arrange for options/avenues of Cashier/Mobile Cash Vans for achieving the set target. In case Cashier/ Mobile Vans are engaged on direction of TPSODL, BA will receipt additional payment from TPSODL for additional services in lieu of cashier and Mobile Vans.
- 100% Consumer Coverage to be ensured by BA through multiple knocking.
- The Business Associate(s) shall prepare the daily schedule of Door-to-Door collection for binder wise billing done, near the due dates and allocate the same to the Bill Collectors. Details of meter reading schedule and expected due dates will be shared in the beginning of the month by TPSODL through Meter Reading Business Associates. Close co-ordination with meter reading supervisors to be ensured and any change in schedule shall be duly complied by the Bill Collector
- This schedule of Collection should be ensured 100% on daily basis. In case daily schedule is not completed for any of the binder, due to any unavoidable circumstances, same shall be completed next day without fail
- Before moving to site for Revenue Collection, Mobiles shall have preloaded binder / portion wise Consumers data. The Bill Collector shall enter amount collected and collect the mobile number and Email I'd from the consumers and feed them in the appropriate field of the Collection App system loaded in their mobile to send SMS for payment acknowledgement to the concerned consumer.
- Collection agent should ensure to cover 100% consumers for collection as per schedule. Cases where collection was not done due to reasons like Premises Locked, consumer refusal, billing/other disputes, wrong readings or any other valid reasons pre-defined in App shall be properly capture.
- Surveillance of all the disconnected cases to be ensured routinely and reporting of case for illegal restoration of supply, Direct Theft, Supply taken from other sources (along with details of connection supplying electricity), to be submitted to the EIC on weekly basis in TPSODL prescribed format.
- There should not be wrong entries/punching errors by Bill Collectors resulting in manual processing of correction entries by TPSODL leading to consumer dissatisfaction and loss of man-hours. Same will attract penalty as defined in annexure. If any complaint is received in regard to the services offered, it shall be forwarded by TPSODL and Business Associate(s) shall assist TPSODL in resolution of the same within 3 days.

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- It is the responsibility of the Cash collection Business Associate(s) to submit the cheques & Demand draft into Bank account of the TPSODL and any loss incurred in transit has to borne with the Business associates.
- It is the responsibility of the Cash collection Business Associate(s), in case cheques collected bounces back, the same shall be returned to consumer
- TPSODL may ask to get some message/information/advertisement printed on the back of the paper roll for which additional cost on mutually agreed terms, will be paid by the TPSODL along with monthly bills.
- Business Associate(s) shall distribute Disconnection Notices / Meter Removal Notice / any other notice /paper etc. on separate sheet as advised by TPSODL from time to time along with the scheduled Revenue Collection schedule. Such distribution may be required with acknowledgement of consumer. Acknowledgement in the format specified by TPSODL shall be deposited with authorized persons within predefined timeline.
- TPSODL has the right to direct the Business Associate to change any individual deputed by it to carry out works under the scope of this tender. The Business Associate shall comply with the instructions within 15 working days from the date of receipt of such instructions from EIC
- The scope of work is defined after considering area of operation allotted to WSHGs. However, TPSODL may allot additional area from the scope of work to WSHGs in compliance of order received from GoI / Govt. of Odisha. In such scenario, existing BA manpower may be reduced with mutual discussion with Business Associate(s).
- Business Associate(s) shall ensure Annual Health checkups of all BA staff along with compliance to recommendation of medical reports. If need arise, based on medical report, suitable replacement shall be provided by BA.
- Business Associate(s) shall ensure safety training of all BA staff in compliance of TPSODL ASP (Annual Safety Plan).
- Business Associate(s) shall ensure compliance of Contractor Safety Management (CSM) in their area of operation.
- Business Associate(s) shall ensure all BA staff shall mandatorily provide list of Service Connection Nos of Electricity Connections of their respective premises (Domestic/ Commercial) and ensure timely payment against electricity bills before due date. If not paid, TPSODL shall deduct the cumulative amount against electricity bills from invoice.
- Business Associate(s) shall implement suitable Monthly Rewards & Recognition system to cover all categories of staffs. The R&R Criteria shall be finalized in

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consensus with TPSODL. BA will share photographs of the R&R recipients with their monthly achievements along with monthly invoice.

- Business Associate(s) shall ensure that all Recovery Associates and Supervisors should have Two-wheelers (Motorcycle/ Scooty) for daily movement.
- Business Associate(s) shall ensure movement of Recovery Associates in WSHG allotted binders after DUE DATE of energy bill and go ahead from TPSODL.
- Business Associate(s) will ensure gender diversity by deploying male/females/transgender as BA staff
- Bill collectors and cashiers deployed by Business Associate shall get Minimum wages in Semi-Skilled and Supervisors deployed by BA shall get Skilled Category respectively. On Non-Achievement and over-Achievement of monthly Target will attract Penalty and Incentive respectively for Bill Collector, Supervisor & Business Associate(s) as indicated in Annexure. The Business Associate(s) should achieve consumer coverage as per Target defined in tender document. The penalty and incentive will be applicable from 3rd month and onwards.
- For Ghost / Untraceable consumers (consumers available in billing data but not available at site), it is the responsibility of the Business Associate to submit the list of ghost consumers within first two months after award of contract to the concerned Authorized persons of TPSODL for their verification and declaration.
- TPSODL reserves the right to disqualify any Bidder if bid price (Supervision charges) offered by bidder is less than the 20% of the average price quoted by all the bidders for the particular divisions/sub division. Supervision charges shall include cost of Mobile, printer, Paper Roll, Printer Cartridge, office equipment/establishment, cost of Bank Guarantee, c, tools, cash transportation/insurance as well as penalty/incentive on target achievement & Revenue Margin.
- Single BA will not be selected as Meter Reading and Bill Distribution Agency and Bill Collection Agency in any particular Divisions/Sub Division. Existing AMC contractor engaged by TPSODL in respective division/Sub Division will have Right of First Refusal (RoFR) based on the discovered price. Decisions of TPSODL will be final and binding on all the parties in this aspect.
- TPSODL reserves the right to reduce/increase no of Bill Collectors/ Supervisors etc., by giving at least one month prior notice to BA.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Executive Engineer of the Division and Sub Division

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Head of the Sub Division shall be the Engineer In- Charge of the Contract (EIC), under this contract. EIC may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding collection, will remain with EIC & same shall be final & binding to both parties. The authority for daily work allocation, monitoring and performance assessment of bill collectors for retention/ incentive will be the respective Section Managers/ Section Commercial Officers.

This shall be a division wise three-part as explained below:

Part-1. Base Component: Manpower Cost of Section Wise Bill Collectors, & Supervisor's with their Minimum Wages (Annexure) + Hardship Allowance + Incentive/retention

Part-2. Variable Component: Cost of Supervision charges which shall include cost of Mobile Device, Impact/thermal Printer, Paper Roll, Mobile Cartridge wherever required, Office Establishment, Data Entry Operator, One Vehicle for each section for Revenue recovery, cash insurance, cash transportation, cost of Bank Guarantee, profit margin, Cost of Project Manager and other day to day expenses etc. Banking charges related deposit of cash in TPSODL designated account (at division level) will be borne by TPSODL.

Part-3. Incentive/ Penalty: Incentive & penalty on target Achievement as Indicated 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 initial period of 1 year and extendable to additional 1 year. The contract value shall however initially be placed for a period of 1 year. TPSODL reserves the right to extend the contract for a period of further 1 year as per the agreed rates based on performance.

1. The Bidder requires to submit Price bid, Division wise, for each Division of any Discoms as interested in the attached format as per Price Bid. Under normal scenario, one Bidder shall not be allocated more than 2 divisions / cluster within one circle , after outcome of technical and Commercial Bid Evaluation. TPSODL reserves the right to allocate a Division or multiple Divisions within a Circle to a particular bidder.
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 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

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of mandatory Technical/Functional/Customer Behavioral training by the Business Associate about the field activities pertaining to Bill Collection, Collection through Collection Centers/mobile cash vans. The training program and agenda will be prepared in collaboration with TPSODL and implemented in the presence of TPSODL representative.

4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPSODL. Bill Collector, cashier, lineman, helper & Supervisor's recruitment by BA shall be done after their interaction and concurrence by TPSODL officer nominated by EIC/Chief-RCM. The deputed persons shall be dedicatedly involved in the activities under this Contract and shall not have multiple employments. If at any point any person is found to be employed/ involved in any other profession/ job, he/she will be liable to be terminated forthwith and BA shall be liable for penalty.
5. The Business Associate shall submit documents of Bill Collector, cashier, lineman, helper & Supervisors to TPSODL BA-Cell for issuance of 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) may be required to adopt dress code for the engaged bill collectors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division.
7. TPSODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to 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 at 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 bill collector, cashier to report to the concerned Section Manager/Section Commercial officer Revenue Protection officer (RPO) for daily allocation of Bill Collection & related allocated work. The minimum wages/ incentive/ retention amount of the collectors & other staff shall be determined as certified by the EIC.

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11. Supervisor shall report to the Section Head/SDO/any other official as designated by TPSODL from time to time. He shall co-ordinate with the concerned Section Head/ Revenue Protection Officer and the bill collectors/cashiers for ensuring achievement of the daily performance targets/providing necessary administrative and logistics & billing equipment support. He should also co-ordinate with the Business Associate for ensuring availability of the required number of Bill Collectors at all times.
12. If Bill Collector/Supervisor's collection coverage is less than the monthly assigned target, then he shall be served with warning letter to improve within 15 days else shall be terminated by BA after serving him a 30 days' Notice period. (Refer Annexure for Penalty & retention/Incentive detail). However, Chief Commercial Services or Chief Revenue Protection shall be final authority to decide in case of any representation or facts are produced by any bill collector / supervisor justifying his claim or low performance, basis recommendation of EIC.
13. Minimum Collection amount by Bill Collector's should be equal to total bill value, but in no case it should be less than Current demand. No collection of less than current demand to be made. Unique Consumer numbers covered/collected in a month will be considered for Collection coverage purpose.
14. The Business Associate(s) collection target is 100% Collection efficiency in every month per division/Sub Division (Collection efficiency in % = Total payment received in division or Sub-Division / Total Current bill value of preceding month in division/sub division). Extra Incentive will be given to BA on more than 100% Collection Efficiency (Refer Annexure III for Penalty & Incentive detail).
15. Manpower engaged in this contract shall be dedicated and shall not be assigned activities beyond this scope. Also, the manpower for each activity of bill collection. No BA employee shall be engaged in concurrent employment, if anyone found violating shall be punished leading to Termination of the service immediately.
16. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
17. Unless communicated by TPSODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
18. TPSODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
19. Bill collection activity shall be done for all single-phase domestic, commercial,

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Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Bill Collectors may also be asked to do collection, recovery in live and disconnected connections. The EIC may also utilize the bill collectors for collection of LT 3 Phase connections. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPSODL.

20. Payment Not received cases shall be followed by the business associate supervisor through Special Site visit in 2% cases.
21. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any Bill Collector, 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.
22. Business Associate(s) shall ensure Bill Collection, of consumers within stipulated time schedule as specified by EIC TPSODL and within due dates.
23. Bill Collection activity is to be undertaken on Monthly basis or, as decided by TPSODL depending upon the urban & rural geography of the area.
24. Bill Collectors, cashiers, linemen, helper must be medically fit and it is mandatory to submit fitness certificate before employing the Bill Collector & supervisor.
25. In case of termination of any employee by Business Associate(s), same shall be informed to TPSODL specifying reasons for termination.
26. Provision has to be made by the Business Associate(s) that Bill Collector does not switch off the GPS, data connection and use any other application, internet other than the Collection 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 Bill Collector.
27. In case of any short coming noticed in the work i.e. taking bribe, misbehaving with consumer, holding the cash, short deposit of cash, wrong reporting of disconnection/reconnection, the Business Associate(s) will be penalized (Refer Annexure - Penalty & Incentive) on this account on receipt of the complaint from the customer or TPSODL staff after due verification by the Junior Engineer whose decision shall be final.
28. In case the uploaded data is not transferred from collection application remotely or if manual money receipts are used (subject to approval of TPSODL management), 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

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system on time on a daily basis.

29. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass for bill collectors, supervisors having minimum qualification of Graduation Degree from a reputed University, , having sufficient knowledge of job 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 & in no case the age of employee should be less than 18 years. Details of such manpower shall be provided to TPSODL before commencement of the work under this Agreement. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
30. Business Associate (s) has to ensure that replenishment of resources/manpower is done on immediate basis, so that performance is not hampered. It also has to be ensured for availability of manpower throughout the week by adopting rotational schedule and by adhering to labour laws. Business Associate(s) Shall prepare and submit duty roster in a way that Rest days of Bill Collectors are in a staggered manner for uniform collection in all 7 days in a week and also ensure that collection activities by Bill Collectors are being followed as per duty roster.
31. BA shall ensure that minimum count of bill collectors be available on any given day as per conditions of Contract and shall have excess manpower to fill the gap on account of Bill Collectors absenteeism. The objective of this arrangement would be to provide uninterrupted services for smooth collection throughout the month.
32. Business Associate(s) shall arrange necessary safety equipment's like Gum Boots and umbrella/ Rain Coat (during rainy season)/ CAPs (during summers),.,
33. The personnel should be conversant to read write and speak in local language and Hindi to interact with consumers. In addition, should be conversant in English for understanding of mobile app, read and understand bill and/or other documents.
34. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
35. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPSODL.
36. Agency shall do Prior Canvassing at site for Bill Collection before the scheduled Spot Collection date & a future date shall also be intimated to consumers for Collection Purpose.
37. Data sync-in / sync-out to TPSODL system will be required in case of mobile

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app being used on offline mode.

38. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for money receipt printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Bill Collection, recovery, activities due to unavailability of smart mobile phones and Bluetooth printer along with stationery for payment receipt.
39. Business Associates shall keep enough no. Of smart mobile phones, blue tooth printers, power bank in Buffer stock which can be used immediately without delay in case few devices become faulty/damaged. On account of loss/ theft/ damage of assets, depreciated value of assets can be recovered from Bill Collectors by BA.
40. 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.
41. The software will be provided by TPSODL for Bill Collection activities which the business associates should only use and no other software shall be used.
42. All Employees of Business Associate(s) shall follow TPSODL code of conduct & TPSDL ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.
43. Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPSODL informed of such changes in system.
44. 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 supply status, category use, premises not in use, premises partially being used possible theft etc.
45. Business Associate(s) shall encourage all the employees to report the exceptions like address mismatch, on site conditions, wrong meter no., unsafe condition, theft of electricity or unauthorized use, incorrect meter reading, bill not delivered, provisional billing, other bill disputes etc.to improve collection efficiency.
46. 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.

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47. Business Associate(s) shall assist TPSODL and ensure that Consumers complaints regarding Bill Collection, Disconnection and Reconnection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPSODL.
48. Since the Bill Collection, Collection through Collection Centers/mobile cash vans, 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 or causing any harassment to the Consumer of TPSODL.
49. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement Collection, Collection through Collection Centers/mobile cash vans, performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
50. The BA shall serve the separate Disconnection Notice to the consumers along with the scheduled 1-phase normal Bill Collection. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC.
51. 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 to whom handed over (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/Sub 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 for carrying out the activities listed in scope of work.

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3. After completing the assigned work in a particular Section the concerned SDO would have the right to utilise the manpower optimally across the various section in same Sub-Division. At regular interval, Bill Collector 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.

4. The numbers of consumers mentioned above shall vary & may be reduced from time to time subject to awarding contract to SHGs (Women Self Help Groups) or with introduction of alternative payment avenues for consumers after mutual agreement between TPSODL & BA

5. The Business Associate(s) has to submit Collection Bank Guarantee (BG) for T+2 Days based on average collection Target of 3 days against which Top-up amount will be extended in online collection Application. BA will further allocate Top-up amount to Bill Collector's for doing cash collection from Consumer. TPSODL will review the collection amount for the initial 2 months, if the BG amount is less than the average collection of 3 days then BA will be informed to furnish a Bank Guarantee of differential amount and he/she will be liable to deposit the additional BG within 7 days from the date of information by EIC. This will be valid for a period equivalent to contract validity plus claim period of one year plus one month. To derive the collection Bank Guarantee for a division/Sub division, maximum bill amount for the year FY'232 is considered and assumed that 70% of the amount shall be collected by BA's. Per day average has been considered of such amount and Collection BG value is derived for 3 days – Division wise amount is annexed in Annexure IV. In case at any point the BG falls short of the collection amount or there is delay in depositing of the collected amount in the designated Banks of TPSODL, the payment against invoices due to the BAs would be retained till the adequate BG top up is provided

6. The said Collection bank guarantee will also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank Guarantee.

7. Additionally, Performance Bank Guarantee amounting to 3% of the contract value will be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month.

8. Insurance for physical Cash / Cheque / DDs / Pay orders will be the responsibility of BA from collection from consumer till deposit in the TPSODL nominated Bank. Any loss, including consequential loss, to TPSODL due to theft / fire / burglary or any other untoward incidence etc. will be made well to TPSODL within 48 hours of occurrence of incidence, failing which an interest @

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18% per annum will be charged by TPSODL without prejudice to its other rights as may be available to it under law.

9. The Business Associate(s) will ensure submission of site verification report in hard /soft form submit it to Section Commercial Officer/person deputed by EIC on daily basis.

4. Establishment, Data Compilations and Reports:

- Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- Business Associate(s) would have to establish an official set ups 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.
- The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices.
- Business Associate(s) would engage an experienced Project Manager to report to TPSODL nodal officer for overall monitoring in the individual divisions/Sub 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. In addition, minimum one supervisor has to deployed in each sub-division to manage supervise bill collection, logistic support and administrative support to the teams.
- 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, phone number, route/walking sequence & meter status details etc.
- Submission of data/MIS/compliances by Business Associate(s) to TPSODL shall be in the form of hard/soft copy as per the requirement of TPSODL.
- Availability: Revenue Collection, Collection through Collection Centers /mobile cash vans is to be available at all times. 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.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****5. Security of Data**

- a. Revenue Collection, Collection through Collection Centers/mobile cash vans, Business Associate(s) shall describe approach and methodology in:
- b. By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
- c. 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.
- d. 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).
- e. 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.
- f. In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.
- g. 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.
- h. Securing the relevant infrastructure and integrating with existing TPSODL infrastructure security including network perimeter defences, server security, and data infrastructure security.
- i. Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

6. 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 Bill Collectors 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).

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- c. Business Associate shall undertake to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of Whose of your employment or to any other person whomsoever, during the contract.
- 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.

7. Responsibility Matrix:

TPSODL & Business Associate(s) shall have the following responsibilities:

- a. 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 level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- b. 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/Collection databases of consumers for past.
- c. Identify appropriate officers 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 Nodal Officer from CSO 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 Revenue Collection, Collection through Collection Centers / mobile cash vans, name of Bill Collector, Cashiers, prior to starting the Collection and Recovery activity on 1st day of each month.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

- 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.
- j. Number of slippage in schedule – with respect to Spot Collection, Collection through Collection Centers/mobile cash vans,.
- k. Number of errors in recording Spot Collection, Collection through Collection Centers/mobile cash vans, Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- l. The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- m. While TPSODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for Bill Collection, bidder shall not charge for the extra time and cost involved.
- n. The Business Associate(s) has to support TPSODL for organization of necessary camps to improving the Collection percentage.
- o. In case of wrong / non-reporting of Bill Collection, 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.
- p. On the receipt of written complaint from TPSODL, the Business Associate(s) shall take action against the particular Bill Collector within a week of receipt of such complaint.
- q. The Bill Collections 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.
- r. 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.
- s. In case Collection, could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason.

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Otherwise, a penalty would be imposed on the Business Associate(s) –Refer Annexure.

- t. Bill Collections of a consumer shall be taken on the fixed date as specified in schedule and any deviation of Bill Collection date will attract penalties.
- u. Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division/Sub Divisions Office.
- v. 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.
- w. TPSODL would not consider cases of “Address Not Traceable” as a valid excuse for not paid cases. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPSODL staff, penalties would be imposed accordingly as a wrong remark.
- x. During the course of the engagement, TPSoDL is not liable for any injuries occurring to the Business Associate(s) staff during Spot Collection, Collection through Collection Centers/mobile cash vans,. Moreover, TPSODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- y. Any additional information related to the Collection, Collection through Collection Centers/mobile cash vans, required by the TPSODL should be furnished as instructed from to time to time.
- z. Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- aa. Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

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Annexure- Penalty & Incentive:**(Service Level Agreement)****I. Incentive & Penalty for Revenue Collection Coverage**

Incentive for Bill Collector and Supervisor. (Per Month)		
Sr. No.	Collection Coverage Improvement over the target	Incentive for Bill Collector on individual achievement against Collection coverage target of respective Section & Supervisor on individual achievement against Collection coverage target of respective Section/Subdivision.
		N.B. Bill Collectors will be given Door To Door collection mobile application
Incentive Band for achievement over and above Target % (Absolute value in Rs.)		
1	>=100% to <105%	500/-
2	>=105% to <115%	1500/-
3	>=115% to <125%	2500/-
4	>125% to <140	5000/-
5	>=140%	Special Reward and Recognition from TPSODL

II. Incentive for Business Associate-

Incentive amount for Business Associate(s) on Over Achievement of Collection Efficiency (Monthly Basis)			
Sr. No.	Target	Collection Efficiency Over-Achievement	Incentive on Over Achievement of Collection Efficiency Over 100 %
1	100% Collection Efficiency	>=100% to <105%	1% Incentive on supervision charges for each % Over Achievement. (Rounded value)
2		>=105% to <110%	2% Incentive on supervision charges for each % Over Achievement. (Rounded value)
3		Above 110%	3% Incentive on supervision charges for each % Over Achievement. (Rounded value)

Total incentive will be accounted for with only 1 incentive rate as per qualifying slab.

$$\text{Incentive} = ((\% \text{Achieved collection Efficiency of the month}) - 100\%) * X\%$$

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Where X will be as per able Incentive slab %.

For Example: In any given month BA achieves 111% collection efficiency, then incentive will be calculated as below:

Incentive for the month = (111%-100%) *3%= 33% of Supervision charges.

III. Incentive for Arrear Collection prior to 31st March 2020

Particulars	Live Consumers	Permanently Disconnected Consumers
Arrears prior to 31.03.2020	5%	7%
Bifurcation between Business Associate and Bill Collector is as mentioned below		
Business Associate	40% of 5%	40% of 7%
Bill Collector	60% of 5%	60% of 7%

IV. Penalty for Business Associate-

Penalty amount for Business Associate(s) on Non-Achievement of Collection Efficiency			
Sr. No.	Target	Collection Efficiency Non-Achievement	Penalty on Shortfall of Collection Efficiency less than 100 %
1	100% Collection Efficiency	>=95% to <100%	0.5% penalty on supervision charges for each % shortfall. (Rounded value)
2		>=90% to <95%	2% penalty on supervision charges for each % shortfall. (Rounded value)
3		Below 90%	3% penalty on supervision charges for each % shortfall. (Rounded value)

N.B. It is highly desirable from Business Associate(s) that they achieve their assigned collection efficiency target of every month. In case, Business Associate achieves less than 70% of collection efficiency then TPSODL will issue warning letter in 1st and 2nd default and terminate BA after 3rd consecutive default.

Total shortfall will be accounted for with only 1 penalty rate as per qualifying slab.

Penalty = (100%-(Achieved collection Efficiency of the month)) *X%

Where X will be as per able Penalty slab %.

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For Example: In any given month BA achieves 98% collection efficiency, then penalty will be calculated as below:

Penalty for the month = (100%-98%) *0.5%= 1% of Supervision charges.

VI. Other Incentives and Penalties.

Other Incentives		
1	Collection through Digital Payment Avenues via Referral code.	Rs 5 Per successful transaction
2	Extra Connections: Reporting Extra Live connections not in TPSODL billing system, presently or disconnected / Removed in TPSODL billing system, not given in downloaded data	Incentive: Rs. 100/- per case to Business Associate(s). Rs. 500/- per Case to specific Bill Collector through Business Associate(s).
3	Reporting of un-ethical activity by BA	Rs 500/- per Incident post approval of Authorized official
4	Booked Direct Theft / Theft through Meter Tampering (DAE) / Incorrect Tariff Category (Misuse Cases) on Business Associate inputs	10% of amount recovered by TPSODL. (Maximum upto Rs. 10,000/-) (80% of above amount to specific Bill Collector through Business Associate(s))
5	Wrong entry/punching error by Bill Collector	Penalty of Rs 100/- per case
6	Amount embezzled and bribe taken by any of the BA employee or Involvement in unethical misconduct.	Immediate Termination & Blacklisting of the employee for all TPSODL works and Penalty of four times of the amount embezzled / bribe taken to the Business Associate.
7	Where embezzlement and bribe taken is more than Rs. 10000/-	In addition to termination & Blacklisting of employee, Police action against the employee has to be taken by the Business Associate under intimation to TPSODL.
8	In case embezzlement and bribe instances exceed more than 5 in one financial year.	Business Associate may be black listed immediately.
9	Timely Submission of Monthly Invoice	Penalty of Rs 500 per day will be charged after 15 th of every month.

Maximum penalty under all clauses above shall be limited to XX % of supervision charges. The will supersede all penalty clauses.

4. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Bill Collector in each circle/divisions/Sub Divisions
- Best Supervisor in a circle/division/Sub Divisions
- Best District In charge in a Division

Best Agency in maximum delta improvement in Collection, performance in Circle/Division

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****5. Other Penalties**

Sl	Condition	Penalty
1	Collection posting in Wrong Consumer account or wrong amount posting	Rs. 100/- per case, including Warning letter to BA Employees with maximum postings through Business Associate(s).
2	In case of Unethical activity Unethical Activity defined as below; connivance with consumer, misbehaving with consumer.	Penalty of Rs 3000/- per instance will be deducted from BA supervision charges. Further the BA shall immediately remove the concerned person from TPSODL Bill Collection/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 TPSODL from the Business Associate(s).
3	Late Submission of data	Rs. 5/- per SVR (disconnection/reconnection report) per day.
4	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 infringement.
5	Genuine Consumer Complaint on account of Wrong Bill Collection/Remark, Non- delivery of the Payment Receipt, Fake Signature in Bill collection, Disconnection, reconnection POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
6	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case
7	Late submission/ non submission of special Collection/Disconnection/Reconnection cases beyond scheduled time	Rs. 50/- per Case
8	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.

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9	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.
10	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

Note – Retention amount clubbed together cannot be more than 20% of Net Salary of Bill Collector, Supervisor. Govt. connection, Duplicate, Ghost, Connection not found etc. cases shall be excluded from Collection Coverage subject to if data/format is provided for such consumer by Bill Collector/Supervisor

Maximum Penalty for business associate clubbed together shall not exceed 30% of Supervision charges.

- a. 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.
- b. The Executive Engineer of the concerned Divisional Office Sub Division of the concern Sub Division/HoG - Bill Collection & Billing/HOG-Commercial is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing/Collection team. If the Agency feels aggrieved, then it can approach the Chief - RCM/Chief-Commercial at Head office for adjudication

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure****Annexure (A)****Roles & Responsibilities – Bill Collectors**

1. Collection of Current Assessment and Arrears from Regular Consumers of both Single Phase and Three Phase (incl. OLI / PLI).
2. Ensure no consumers should have arrears above threshold Value decided by TPSODL. Defaulter consumers to be disconnected with support of Disconnection Squad.
3. Bill Collectors should ensure to cover 100% consumers for collection as per schedule. Cases where collection was not done due to reasons like Premises Locked, consumer refusal, billing/other disputes, wrong readings or any other valid reasons pre-defined in App shall be properly captured.
4. Bill Collector has to provide necessary support to Internal Stakeholders of TPSODL to resolve consumer's dispute so that Bill Collector can convert the consumer as a paying consumer.
5. Recovery Associates will educate, motivate and facilitate consumers for digital payment within due date.
6. Bill Collector has to ensure Surveillance of all the disconnected cases routinely after disconnection and should report cases of illegal restoration of supply.
7. Sample verification with photographic evidence of meter reading in allotted binders.
8. Any other jobs assigned by Business Associate from time to time in the interest of TPSODL.

Annexure (B)**Roles & Responsibilities – Supervisor**

1. Provide necessary Training along with Technical and Administrative support to Recovery Associates on regular basis.
2. Ensure safety training of BA staffs as per TPSODL annual safety plan and statutory requirements.
3. Timely deposit of amount collected from Consumers to TPSODL bank account as per terms and conditions defined in tender document and RO.
4. To implement strategy finalized by TPSODL for liquidation of Arrears from Resistive / Non-Paying Consumer falling under specific Binders.
5. Provide necessary support for resolution of various site issues raised by Recovery Associates.
6. Implement strategy of Duty roster of Recovery Associates in a way that Rest days are in a staggered manner for collection in all 7 days of a week and also ensure that collection activities by Recovery Associates are being followed as per Duty roster.
7. Supervisor has to update daily progress in-person to Section Head/RPO.
8. Any other jobs assigned by Business Associate from time to time in the interest of TPSODL.

Annexure

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008**

Division Name	Area (Sq. Kms)	Arrear (In CR)	Average Monthly Billing (In Rs Cr.)	Initial Deposit@5% of Average (In Rs Cr.)	Bill Collectors	Supervisor
ASKA-1	482.59	21.29	1.77	0.09	23	2
BERHAMPUR-1	142.73	21.92	5.73	0.29	21	3
BERHAMPUR-2	11.33	10.85	5.35	0.27	15	1
BERHAMPUR-3	436.77	5.26	2.99	0.15	39	4
BHANJANAGAR	2921.46	28.9	3.71	0.19	83	6
DIGAPAHANDI	1291.72	20.88	2.72	0.14	60	4
GANJAM NORTH	951.51	66.13	3.22	0.16	71	7
GUNUPUR	2208.36	13.33	2.27	0.11	67	5
HINJLICUT	548.69	33.53	2.36	0.12	62	5
P.S.PUR	813.86	40.86	2.99	0.15	63	6
Total	9809.03	262.94	33.12	1.66	504	43

Division Name	Sub-Division	Area (Sq. Kms)	Arrear (In CR)	Average Monthly Billing (In Rs Cr.)	Initial Deposit@5% of Average (In Rs Cr.)	Bill Collectors	Supervisor
ASKA-2	BUGUDA	401.64	13.50	0.96	0.05	24	2
ASKA-2	K S NAGAR	63.50	34.77	0.89	0.04	27	2
BOUDH	BOUDH	1235.58	30.92	1.24	0.06	33	2
BOUDH	MANAMUNDA	1753.19	66.28	1.21	0.06	64	3
JEYPORE	BORIGUMA	1259.64	26.04	1.33	0.07	64	3
JEYPORE	JEYPORE SDO-I	2104.37	46.92	1.85	0.09	69	3
JEYPORE	JEYPORE SDO-II	499.53	11.37	1.05	0.05	32	3
KORAPUT	KORAPUT	459.60	12.74	1.05	0.05	24	2
KORAPUT	LAXMIPUR	2219.68	29.29	0.98	0.05	65	3
KORAPUT	SUNABEDA	2082.17	44.91	2.04	0.10	77	5
MALKANA GIRI	BALIMELA	3005.74	71.09	1.50	0.08	77	4
MALKANA	MALKANGI	2634.49	88.55	1.70	0.08	94	4

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GIRI	RI						
NAWARAN GPUR	NAWARAN GPUR	698.59	59.95	1.61	0.08	46	3
NAWARAN GPUR	PAPADAHA NDI	1660.46	62.49	1.65	0.08	68	4
NAWARAN GPUR	UMARKOT	2822.47	113.77	3.09	0.15	113	6
PARLAKHE MUNDI	KASINAGAR	680.13	7.11	0.77	0.04	18	2
PARLAKHE MUNDI	MOHANA	1694.85	15.99	0.52	0.03	32	3
PARLAKHE MUNDI	PARLAKHE MUNDI	27.55	5.54	1.18	0.06	7	2
PARLAKHE MUNDI	R.UDAYGIRI	816.20	4.58	0.35	0.02	19	2
PARLAKHE MUNDI	UPPALADA	838.35	5.25	0.76	0.04	23	3
PHULBANI	BALLIGUDA	4120.09	26.69	1.16	0.06	69	3
PHULBANI	G.UDAYAGIRI	1740.61	15.65	0.92	0.05	46	3
PHULBANI	PHULBANI	2187.97	31.70	1.42	0.07	44	4
RAYAGADA	BISSAM CUTTACK	1793.02	12.24	1.15	0.06	52	2
RAYAGADA	RAYAGADA	864.53	20.15	2.49	0.12	42	4
RAYAGADA	THERUBALI	2179.48	44.21	0.81	0.04	67	4
Total		39843.44	901.69	33.68	1.68	1296	81

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure****Table 1: Targets for Revenue Collection Coverage**

Division/Sub Division wise Collection Coverage target is as below.-

Division	Monthly Collection Coverage Target	Division	Sub-Division	Monthly Collection Coverage Target
AED ASKA-I	71%	BOUDH	BOUDH	61%
GSED DIGAPAHANDI	74%	BOUDH	MANAMUNDA	50%
BERHAMPUR-I	70%	PHULBANI	BALLIGUDA	55%
BERHAMPUR-II	73%	PHULBANI	G.UDAYAGIRI	73%
BERHAMPUR-III	74%	PHULBANI	PHULBANI	60%
BNEB BHANJANAGAR	71%	RAYAGADA	BISSAM CUTTACK	65%
GANJAM NORTH	70%	RAYAGADA	RAYAGADA	63%
PSED PURUSOTTAMPUR	71%	RAYAGADA	THERUBALLI	50%
HED HINJILICUT	70%	JEYPORE	BORIGUMA	50%
GED GUNUPUR	70%	JEYPORE	JEYPORE SDO-I	52%
		JEYPORE	JEYPORE SDO-II	60%
		KORAPUT	KORAPUT	60%
		KORAPUT	LAXMIPUR	50%
		KORAPUT	SUNABEDA	51%
		MALKANAGIRI	BALIMELA	50%
		MALKANAGIRI	MALKANGIRI	50%
		NAWARANGPUR	NAWARANGPUR	50%
		NAWARANGPUR	PAPADAHANDI	50%
		NAWARANGPUR	UMARKOT	50%
		ASKA-2	BUGUDA	73%
		ASKA-2	K S NAGAR	63%
		PARLAKHEMUNDI	KASINAGAR	70%
		PARLAKHEMUNDI	MOHANA	60%
		PARLAKHEMUNDI	PARLAKHEMUNDI	71%
		PARLAKHEMUNDI	R.UDAYGIRI	65%
		PARLAKHEMUNDI	UPPALADA	70%

N.B. Above mentioned Targets (as per Table-1) are the initial targets and will be revised on fixed frequency after mutual discussion and communication with BA.

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Collection Coverage- Collection coverage is defined as Unique paid consumers against billed consumers.

Example: -

- In a division of 2 lacs Consumers, if 1.5 lacs consumers are billed then Collection Coverage base will be considered as 1.5 lacs consumers only. Incentive / Penalty will be calculated respectively.
- Billed Consumers paid through Digital Payment Avenues, Collected by TPSODL Staff, Collection Counters (Mobile and Static) and WSHG then the same will not be considered under Collection Coverage. For Example: Out of 1.5 lacs consumers, 30,000 consumers paid through above modes, then Consumer Coverage base will be considered as 1.2 lacs Consumers only.
- For calculation of collection coverage, Sum of Count of unique Consumers paid through Digital Payment Avenues, Collected by TPSODL Staff, Collection Counters (Mobile and Static) and WSHG will be reduced both from Billed and Paid Consumers count.

Collection Efficiency- Collection efficiency is defined as amount collected against billed amount of preceding month under normal business conditions.

Normal Business Condition: Activities related to Billing and collections not affected by Force Majeure OR conditions beyond control of BA.

Example: -

- In a division if 1 Cr. amount has been billed in the month of April'23, then this amount will be considered as billed amount for calculation of collection efficiency of the month May-23. Incentive / Penalty will be calculated respectively.

All the consumers who paid through Digital Payment Avenues, Collection Counters (Mobile and Static) or Collected through TPSODL Staff, WSHGs will not be considered for calculation of Collection Efficiency. For Example: in Division X: 80,000 Consumers are billed in the month of April'23 having billed amount of 1 Cr. Out of these, 35,000 consumers have made payment of a total sum of Rs. 40 Lacs through above modes then for calculation of collection efficiency, billed amount and collection amount of those 35,000 consumers will not qualify.

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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

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3.0 CONTRACT PARAMETERS

3.1 Issue/ Award of Contract

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

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

3.2 Contract Commencement Date

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

3.3 Contract Completion Date

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

3.4 Contract Period/Time

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

3.5 Contract Execution Completion Date

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

3.6 Contract Execution Period/Time

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

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

3.7 Contract Price /Value

The total all inclusive price/value mentioned in the PO/RC of the contract document is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded

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and shall be subject to adjustment based on actual quantities supplied/actual measurement of work done and accepted and certified by the authorised representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 Contract Document

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

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

3.9 Contract Language

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

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

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

3.10 Reverse Auction

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

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

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

4.0 SCOPE OF WORK

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

The associate shall satisfy himself fully with the details and undertake fully the works as listed in schedule of quantities and conditions, under which the same to be performed. Associate may

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visit site to equip themselves with all the information required for the execution of work. Unless otherwise stated in the contract, the scope of work shall also include, but not limited to, the following.

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site, storage, preservation, security and handling of the items at workplaces till completion of contract is also in scope of work.

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

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

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

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

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any, act, omission of the Associate the Associates, for the entire period of contract including period of guarantee.

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

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

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

- Associate shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Associate shall provide the appropriate means for site to site transportation of materials to avoid damage and litter generation.
- Associate shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.

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- In the event that area of contaminated or biological hazard is identified, Associate shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of TPSODL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

4.4 Deployment of Work Force

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

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

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

4.5 Damages of Properties

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

4.6 Issuance of Materials

The material issued to the Associate shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile the

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material. Any cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits.

4.7 Company's Right To Use Works

If Taking Over Certificate is delayed for any reason, for which TPSODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

4.8 Rights of TPSODL to vary the scope work

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

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

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

5.0 PRICES/RATES/TAXES

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

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

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

5.1 Changes in Statutory Tax Structure

If rate of any or all of the statutory taxes and duties applicable to the contract changes, such changes shall be incorporated by default if the changes occur within the contract execution time

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

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

6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

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

6.2 Bills & Invoices

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

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

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

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

6.3 Payment & Statutory Deductions

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

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under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

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

6.3.1 Statutory Deductions

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Inward Receipt Desk (BIRD) / Invoice Desk / Office of CFO, TPSODL located at TPSODL Corporate Office, Kamapally, Courtpeta, Berhampur, District Ganjam ,Odisha, India – 760 004

6.4 Guidelines for Raising Running/ Final Bills

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

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

6.5 Quantity Variation

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

6.6 Full and Final Payment

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

7.0 MODE OF PAYMENT

Payment shall be made through Cheque or RTGS whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPSODL records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank Account and other details as per annexure J. Further, for any payments made,

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TPSODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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

8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

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

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

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

9.2 SA 8000

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

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

9.3 Affirmative Action

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

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

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

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

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

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

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

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

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

- 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.

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

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

9.5 Compliance to Labour Laws

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

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

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

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

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

10.0 QUALITY

10.1 Knowledge of Requirements

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

10.2 Adherence to Rules & Regulations

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

10.3 Specifications and Standards

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

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

11.0 SAFETY

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

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

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPSODL may revise this CSMS

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document as a when required and the revised version shall be applicable on all contracts – current or future.

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

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

12.3 Failure in Guarantee Period (GP)

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

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPSODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPSODL within 7 days of reporting the issue by TPSODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the

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Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPSODL has the right to levy LD on the entire contract

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value, subject to a maximum of 10% of the total contract value. Deduction of LD shall be on landed cost i.e. contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPSODL as a proof of deduction/ recovery.

13.1 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

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

16.0 CONFIDENTIALITY

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

16.1 Documents

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

16.2 Geographical Data

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

16.3 Associate's Processes

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPSODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPSODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPSODL under the Contract shall be passed on to the TPSODL. The TPSODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

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Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPSODL.

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

19.0 LIABILITY & LIMITATIONS

19.1 Liability

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

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

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

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

21.0 SUSPENSION OF CONTRACT

21.1 Suspension for Convenience

TPSODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to 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.

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

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

21.2 Suspension for Breach of Contract conditions

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

21.3 Compensation in lieu of Suspension

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

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

22.0 TERMINATION OF CONTRACTS

22.1 Termination for Default/Breach of Contract

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPSODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.

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

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

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

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

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

- a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b. Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPSODL.
- c. The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at TPSODL sites or in transit thereto. However, the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.

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- d. It shall be open for TPSODL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.
- e. It shall be open to TPSODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

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

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

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

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

22.2 Termination for convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPSODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPSODL, Associate will have to pay TPSODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

22.3 Termination for Convenience of TPSODL

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

23.0 DISPUTE RESOLUTION & ARBITRATION

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

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

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

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

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

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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

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8.	Undertaking for competence of workmen	G
9.	Business Associate Feedback Form	H
10.	Acceptance Form For Participation In Reverse Auction Event	I
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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:

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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)

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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

TP 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

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

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

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

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

(Certificate No. CCP/002)

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

Dated

Signature

Place

Name

Designation

(Company Seal)

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ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

We well and truly bind ourselves and our heirs executors administrators and representatives jointly 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

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ANNEXURE-E

PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

TP Southern Odisha Distribution Limited,

Berhampur

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

ATTACH THE COPY OF PAN CARD

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ANNEXURE - F

SERVICE LEVEL AGREEMENT

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

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

Shall Abide by TPSODL Core Values:

- a) **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.

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPSODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 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.**

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- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of 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 / encashing 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).

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

7.0 Requirements during execution of work:

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 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

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FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

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If yes, furnish details:

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

Name _____ of _____ Insurance _____ Company _____

Policy No Number of persons covered
 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)**

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Form X

Undertaking

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

(_____)

Date:

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Form XI

Undertaking

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

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FORM- VI A

Notice for Commencement /Completion of contract work

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

Signature of Contractor

With Office Seal

The Inspector

FORM XXIV

[See Rule 82(1)]

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

Half -Yearly Ending _____

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

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

Signature of contractor

Place _____

Date _____

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

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ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

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SECTION - B

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPSODL employees you interact with from following team?						
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
---	---	---	---	---	---	---	---	---	----

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SECTION – E

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

Please spare your thoughts for 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!!

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ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

Signature & Seal of the Bidder

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ANNEXURE - J

To,
DGM (Finance)
TP Southern Odisha Distribution Limited
Berhampur

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

Dear Sir,

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

Vendor Code :

Title of Account in the Bank :

Account Type :

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

Bank Account Number :

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

Name & Address of Bank :

Bank Contact Person’s Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

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

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

Bank Branch IFSC Code :

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

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

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:

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

We confirm that we will bear the charges, if any, levied by our bank for the credit of NEFT/RTGS amounts in our account. Any change in above furnished information shall be informed to 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.

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

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

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

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

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
 - 4.2 Distribution Projects – *Annexure 3.2*
 - 4.3 EHV Projects – *Annexure 3.3*
 - 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
 - 4.5 Civil / Generation Projects – *Annexure 3.5*
 - 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AMI, MRG, etc. – *Annex3.6*
 - 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*
1. *Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.*

(Details as per Annexure attached)

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

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

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

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

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

5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

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

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

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

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

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

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5.4 Site Skilled Personnel: For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by TPSODL shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, Extra High Voltage Projects, maintenance 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

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

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

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

List of Personal Protective Equipment (PPE) and Maintenance schedule: BA shall commence the project or any work only when the required PPE are made available to the team of employees involved in the work. Each PPE of BA shall be checked / inspected by the safety representative / supervisor at zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / 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.

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

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

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

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

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

6. REWARD AND PUNITIVE MEASURES

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

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

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

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

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

6.3.2 COMPENSATION FOR BA PERSONNEL

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

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

- 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

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respects till the conclusion of contract period or till working with TPSODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 15 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

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

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.

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- END -

GENERAL CONDITIONS OF CONTRACT

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Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

Certification							
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.							
Company Name:							
Turnover and experience:		Name of top officer:					
Date:		Position					
Contract Details							
Contract Name			Contract Number:				
Business Associates Safety Management System Questionnaire				Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>							
- 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			

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Certification				
its operations and relevant work as per contract? - If yes provide a summary listing of procedures or instructions, if No please refer Note 2. - Comments				
- Is there a register of injury or accident? - If yes provide a copy (format)	1			
- 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			

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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)			

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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.

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Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> 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

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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.

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Annexure 3.1 (Refer Para 4.0)

General Safety Conditions for the Maintenance of Distribution Network Contracts:

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

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



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Annexure 3.2 (Refer Para 4.0)

General Safety Conditions for the Distribution Projects Major Contracts:

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

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



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Annexure 3.3 (Refer Para 4.0)

General Safety Conditions for the major EHV Projects Contracts:

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

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



Annexure 3.4 (Refer Para 4.0)

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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)

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

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

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



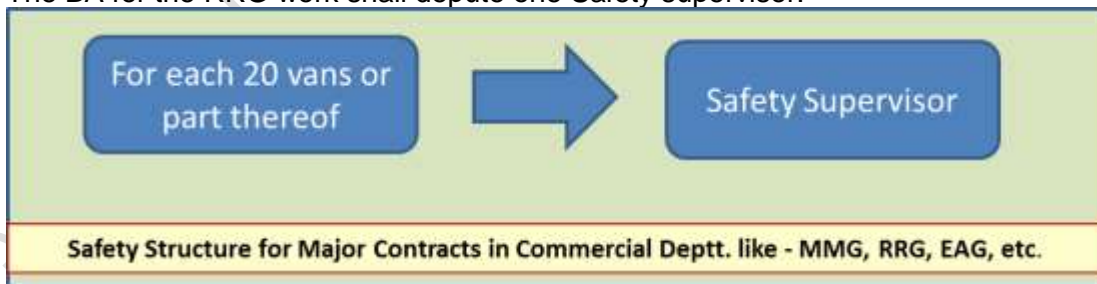
Annexure 3.6 (Refer Para 4.0)

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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.



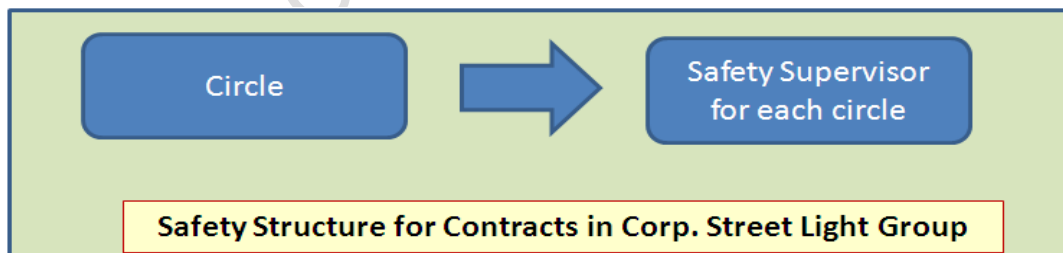
Annexure 3.7 (Refer Para 4.0)

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

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

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



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Annexure 4 (Refer Para 3.3)

Safety Undertaking by way of Affidavit

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.

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

DEPONENT

VERIFICATION

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

DEPONENT

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Annexure 5 (Refer Para 5.4)

SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR

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

1. Formal education in ITI – Wireman/ Electrician trade.
OR
2. Working experience of minimum three years of practical wiring.
OR
3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

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

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.
OR
2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.
AND
Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively
OR
3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

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Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

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

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

Session: 4

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

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

- It will be conducted for all field & supervisor staff of BA in such a manner that all BA Personnel attend at least two hours safety training during every month.

One Day Induction Safety Training Programs:

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of TPSODL by the BA, as a part of AMC / Work Contract.

Duration / Periodicity:

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPSODL.

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Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY



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)

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Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime):

Cumulative Man Hour worked:

Total Number of

Minor Injury (this month): Minor Injury (Total)

Major Injury (this month): Major Injury (Total):

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from 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:

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Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Toolbox Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

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.

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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 :

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		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	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.)	:

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

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	ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)	:
12.0	SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS	:
13.0	CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)	:
14.0	POWER SITUATION	:
15.0	LABOUR SITUATION	:
16.0 *	APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED	:
17.0	ORGANIZATIONAL DETAILS 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	DOCUMENTS TO BE ENCLOSED: 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	:

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

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be Proprietorship Deed.

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

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

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.)	Rourkela Circle							
						RED, Rourkela	Total Cost (Rs.)	RSED, Rourkela	Total Cost (Rs.)	RED, Rajganpur	Total Cost (Rs.)	SED, Sundargarh	Total Cost (Rs.)
1	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	100	15,55,205.00	161	25,03,880.05	193	30,01,545.65	166	25,81,640.30
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	19	3,33,854.51	19	3,33,854.51	22	3,86,568.38	19	3,33,854.51
3	Mobile Data Charges	Month	200.00	36.00	236.00	119	28,084.00	180	42,480.00	215	50,740.00	185	43,660.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	40	23,600.00	31	18,290.00	8	4,720.00	20	11,800.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	20	23,600.00	8	9,440.00	0	0.00	0	0.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	19	33,630.00	13	23,010.00	47	83,190.00	0	0.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	21	49,560.00	109	2,57,240.00	138	3,25,680.00	146	3,44,560.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	19	56,050.00	19	56,050.00	22	64,900.00	19	56,050.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	119	70,210.00	180	1,06,200.00	215	1,26,850.00	185	1,09,150.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	119	1,40,420.00	180	2,12,400.00	215	2,53,700.00	185	2,18,300.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	Man Month	13179.70	2372.35	15552.05	2	31,104.10	2	31,104.10	2	31,104.10	2	31,104.10
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							24,09,960.19		36,58,591.24		43,93,640.71		37,94,761.49
Additional Vehicle–as & when requirement basis (including GST)													
Per Month Supervision Cost (in %)													
Per Month Supervision Cost (in Rs.)													
Grand Total Per Month Cost (in Rs.)													
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.)	Bargarh Circle			
						BED, Bargarh	Total Cost (Rs.)	BWED, Bargarh	Total Cost (Rs.)
1	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	187	29,08,233.35	273	42,45,709.65
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	25	4,39,282.25	29	5,09,567.41
3	Mobile Data Charges	Month	200.00	36.00	236.00	212	50,032.00	302	71,272.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	23	13,570.00	7	4,130.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	0	0.00	13	15,340.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	8	14,160.00	0	0.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	156	3,68,160.00	253	5,97,080.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	25	73,750.00	29	85,550.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	212	1,25,080.00	302	1,78,180.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	212	2,50,160.00	302	3,56,360.00
11	Additional Revenue Collector (Semi-skilled) – as & when requirement	Man Month	13179.70	2372.35	15552.05	2	31,104.10	2	31,104.10
12	Additional Supervisor (Skilled) – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – as & when requirement basis	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29
14	Misc – as & when requirement basis	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							43,38,174.28		61,58,935.74
Additional Vehicle–as & when requirement basis (including GST)									
Per Month Supervision Cost (in %)									
Per Month Supervision Cost (in Rs.)									
Grand Total Per Month Cost (in Rs.)									
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	215	33,43,690.75	215	33,43,690.75	336	52,25,488.80
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	23	4,04,139.67	21	3,68,997.09	33	5,79,852.57
3	Mobile Data Charges	Month	200.00	36.00	236.00	238	56,168.00	236	55,696.00	369	87,084.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	23	13,570.00	0	0.00	13	7,670.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	13	15,340.00	18	21,240.00	22	25,960.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	0	0.00	12	21,240.00	0	0.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	179	4,22,440.00	185	4,36,600.00	301	7,10,360.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	23	67,850.00	21	61,950.00	33	97,350.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	238	1,40,420.00	236	1,39,240.00	369	2,17,710.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	238	2,80,840.00	236	2,78,480.00	369	4,35,420.00
11	Additional Revenue Collector (Semi-skilled) – <i>as & when requirement</i>	Man Month	13179.70	2372.35	15552.05	2	31,104.10	2	31,104.10	2	31,104.10
12	Additional Supervisor (Skilled) – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – <i>as & when requirement basis</i>	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							48,40,205.10		48,22,880.52		74,82,642.05
Additional Vehicle–as & when requirement basis (including GST)											
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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	Revenue Collector (Semi Skilled)	Man Month	13179.70	2372.35	15552.05	206	32,03,722.30	253	39,34,668.65	266	41,36,845.30
2	Supervisor (Skilled)	Man Month	14890.92	2680.37	17571.29	22	3,86,568.38	28	4,91,996.12	26	4,56,853.54
3	Mobile Data Charges	Month	200.00	36.00	236.00	228	53,808.00	281	66,316.00	292	68,912.00
4	Hardship allowance-Urban	Month	500.00	90.00	590.00	0	0.00	0	0.00	0	0.00
5	Hardship allowance-Semi-Urban	Month	1000.00	180.00	1180.00	19	22,420.00	38	44,840.00	8	9,440.00
6	Hardship allowance-Rural	Month	1500.00	270.00	1770.00	0	0.00	18	31,860.00	12	21,240.00
7	Hardship allowance-Remote- Rural	Month	2000.00	360.00	2360.00	187	4,41,320.00	197	4,64,920.00	246	5,80,560.00
8	Hardship allowance-Supervisor	Month	2500.00	450.00	2950.00	22	64,900.00	28	82,600.00	26	76,700.00
9	Additional Allowance-1	Month	500.00	90.00	590.00	228	1,34,520.00	281	1,65,790.00	292	1,72,280.00
10	Additional Allowance-2	Month	1000.00	180.00	1180.00	228	2,69,040.00	281	3,31,580.00	292	3,44,560.00
11	Additional Revenue Collector (Semi-skilled) – <i>as & when requirement</i>	Man Month	13179.70	2372.35	15552.05	2	31,104.10	2	31,104.10	2	31,104.10
12	Additional Supervisor (Skilled) – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
13	Additional Data Entry / Key Punching Operator – <i>as & when requirement basis</i>	Man Month	14890.92	2680.37	17571.29	1	17,571.29	1	17,571.29	1	17,571.29
14	Misc – <i>as & when requirement basis</i>	Lum	25000.00	4500.00	29500.00	1	29,500.00	1	29,500.00	1	29,500.00
Monthly Cost (in Rs.)							46,72,045.36		57,10,317.45		59,63,137.52
Additional Vehicle–as & when requirement basis (including GST)											
Per Month Supervision Cost (in %)											
Per Month Supervision Cost (in Rs.)											
Grand Total Per Month Cost (in Rs.)											
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 / 008****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. Revenue Collector 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 / Thermal Printer, Paper Roll, Printer Cartridge, Pre-printed stationary (in the back side of bill) (Design for Pre-printed stationary would be provided & approved by Concerned Discom), 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 Discom 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.

CIRCLE	DIVISION	SUBDIVISION	SECTION	Section Type	TOTAL LIVE CONSUMER	NO OF BILL COLLECTOR	NO OF DIVISIONAL COODINATOR	NO OF SUB_DIVISION SUPERVISOR OR	NO OF SECTION SUPERVISOR
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO GODBHAGA	Remote Rural Sec	4370	6	1	1	1
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO LARAMBHA	Remote Rural Sec	7013	10			1
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO NO -I ATABIRA	Rural Section	5540	8			1
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO NO-II ATABIRA	Remote Rural Sec	9377	13			1
SEEC BARGARH	BED BARGARH	SDO ATTABIRA	ESO RENGALI CAMP	Remote Rural Sec	6155	9			1
SEEC BARGARH	BED BARGARH	SDO BHATLI	ESO BHATLI	Remote Rural Sec	17310	25		1	2
SEEC BARGARH	BED BARGARH	SDO BHATLI	ESO BHUKTA	Remote Rural Sec	13402	19		1	2
SEEC BARGARH	BED BARGARH	SDO BHEDEN	ESO BHEDEN	Remote Rural Sec	6429	9		1	1
SEEC BARGARH	BED BARGARH	SDO BHEDEN	ESO KHUNTILIPALI	Remote Rural Sec	6330	9		1	1
SEEC BARGARH	BED BARGARH	SDO BHEDEN	ESO THUAPALI	Remote Rural Sec	10535	15		1	1
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - I BARGARH	Urban Section	4415	6		1	1
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - II BARGARH	Urban Section	4165	6		1	1
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - III BARGARH	Urban Section	3307	4		1	1
SEEC BARGARH	BED BARGARH	SDO-I BARGARH	ESO NO - IV BARGARH	Urban Section	5607	7		1	1
SEEC BARGARH	BED BARGARH	SDO-II BARGARH	ESO BARHAGUDA	Remote Rural Sec	11863	17		1	1
SEEC BARGARH	BED BARGARH	SDO-II BARGARH	ESO TORA	Remote Rural Sec	8938	13		1	1
SEEC BARGARH	BED BARGARH	SDO-II BARGARH	ESO TURUNGA	Remote Rural Sec	7709	11		1	1
	BED BARGARH TOTAL	NO OF SECTION →	17		132465	187	1	5	19
SEEC BARGARH	BWED BARGARH	SDO BARPALI	ESO NO - I BARPALLI	Urban Section	5520	7	1	1	1
SEEC BARGARH	BWED BARGARH	SDO BARPALI	ESO NO - II BARPALLI	Remote Rural Sec	14114	20		1	2
SEEC BARGARH	BWED BARGARH	SDO BARPALI	ESO NO - III BARPALLI	Remote Rural Sec	11020	16		1	1
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO GAISILAT	Remote Rural Sec	22605	32		1	3
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO MEL CHHAMUNDA	Remote Rural Sec	13619	19		1	2
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO NO - I PADAMPUR	Semi Urban Sectio	9747	13		1	1
SEEC BARGARH	BWED BARGARH	SDO PADAMPUR	ESO NO - II PADAMPUR	Remote Rural Sec	22255	32		1	3
SEEC BARGARH	BWED BARGARH	SDO PAIKMAL	ESO JHARBANDH	Remote Rural Sec	15166	22		1	2
SEEC BARGARH	BWED BARGARH	SDO PAIKMAL	ESO PAIKMAL	Remote Rural Sec	15591	22		1	2
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO GHENSS	Remote Rural Sec	15364	22		1	2
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-I BIJEPUR	Remote Rural Sec	11572	17		1	1
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-I SOHELA	Remote Rural Sec	10065	14		1	1
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-II BIJEPUR	Remote Rural Sec	15248	22		1	2
SEEC BARGARH	BWED BARGARH	SDO SOHELA	ESO NO-II SOHELA	Remote Rural Sec	10710	15		1	1
	BWED BARGARH TOTAL	NO OF SECTION →	14		192596	273		1	4

CIRCLE	DIVISION	SUBDIVISION	SECTION	Section Type	TOTAL LIVE CONSUMER	NO OF BILL COLLECTOR	NO OF DIVISIONAL COODINATOR	NO OF SUB_DIVISION SUPERVISOR OR	NO OF SECTION SUPERVISOR	
SEEC BOLANGIR	BED BALANGIR	SDO LOISINGHA	ESO AGALPUR	Remote Rural Sec	10974	16	1	1	1	
SEEC BOLANGIR	BED BALANGIR	SDO LOISINGHA	ESO LOISINGHA	Remote Rural Sec	11987	17			1	
SEEC BOLANGIR	BED BALANGIR	SDO LOISINGHA	ESO SALEVATA	Remote Rural Sec	8432	12			1	
SEEC BOLANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-I BALANGIR	Urban Section	5401	7		1	1	
SEEC BOLANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-II BALANGIR	Semi Urban Sectid	9947	13			1	
SEEC BOLANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-III BALANGIR	Urban Section	6654	9			1	
SEEC BOLANGIR	BED BALANGIR	SDO-I BALANGIR	ESO NO-IV BALANGIR	Urban Section	5487	7			1	
SEEC BOLANGIR	BED BALANGIR	SDO-II BALANGIR	ESO CHHATAMAKHNA	Remote Rural Sec	19556	28		1	2	
SEEC BOLANGIR	BED BALANGIR	SDO-II BALANGIR	ESO CHUDAPALI	Remote Rural Sec	20403	29			3	
SEEC BOLANGIR	BED BALANGIR	SDO-II BALANGIR	ESO REC	Remote Rural Sec	18935	27			2	
SEEC BOLANGIR	BED BALANGIR	SDO-III BALANGIR	ESO DEOGAON	Remote Rural Sec	14982	21		1	2	
SEEC BOLANGIR	BED BALANGIR	SDO-III BALANGIR	ESO TUSURA	Remote Rural Sec	19953	29			2	
	BED BALANGIR TOTAL	NO OF SECTION →	12		152711	215		1	4	18
SEEC BOLANGIR	SED SONEPUR	SDO BINKA	ESO CHERUPALI	Remote Rural Sec	17418	25		1	1	2
SEEC BOLANGIR	SED SONEPUR	SDO BINKA	ESO MAHADEVPAI	Remote Rural Sec	11726	17	1			
SEEC BOLANGIR	SED SONEPUR	SDO BINKA	ESO NO-I BINKA	Rural Section	8372	12	1			
SEEC BOLANGIR	SED SONEPUR	SDO BINKA	ESO RAMPUR	Remote Rural Sec	16363	23	2			
SEEC BOLANGIR	SED SONEPUR	SDO BIRAMAHARAJPUR	ESO BIRMAHARAJPUR	Remote Rural Sec	15063	22	1		2	
SEEC BOLANGIR	SED SONEPUR	SDO BIRAMAHARAJPUR	ESO SUBALAYA	Remote Rural Sec	14059	20			2	
SEEC BOLANGIR	SED SONEPUR	SDO BIRAMAHARAJPUR	ESO ULUNDA	Remote Rural Sec	17125	24			2	
SEEC BOLANGIR	SED SONEPUR	SDO SONEPUR	ESO KHARI	Remote Rural Sec	18165	26	1		2	
SEEC BOLANGIR	SED SONEPUR	SDO SONEPUR	ESO SONEPUR(SDO SONEPUR)	Semi Urban Sectid	13555	18			1	
SEEC BOLANGIR	SED SONEPUR	SDO SONEPUR	ESO TARVA	Remote Rural Sec	19302	28			2	
	SED SONEPUR TOTAL	NO OF SECTION →	10		151148	215	1	3	17	
SEEC BOLANGIR	TED TITILAGARH	SDO KANTABANJI	ESO KANTABANJI	Semi Urban Sectid	6481	9	1	1	1	
SEEC BOLANGIR	TED TITILAGARH	SDO KANTABANJI	ESO MURIBHAL	Remote Rural Sec	25589	37			3	
SEEC BOLANGIR	TED TITILAGARH	SDO KANTABANJI	ESO TURKELA	Remote Rural Sec	27710	40			3	
SEEC BOLANGIR	TED TITILAGARH	SDO PATNAGARH	ESO BELPADA	Remote Rural Sec	25285	36		1	3	
SEEC BOLANGIR	TED TITILAGARH	SDO PATNAGARH	ESO KHAPRAKHOL	Remote Rural Sec	27187	39			3	
SEEC BOLANGIR	TED TITILAGARH	SDO PATNAGARH	ESO NO-I PATNAGARH	Semi Urban Sectid	9466	13			1	
SEEC BOLANGIR	TED TITILAGARH	SDO PATNAGARH	ESO NO-II PATNAGARH	Remote Rural Sec	18575	27			2	
SEEC BOLANGIR	TED TITILAGARH	SDO PATNAGARH	ESO NO-III PATNAGARH	Remote Rural Sec	15699	22		1	2	
SEEC BOLANGIR	TED TITILAGARH	SDO SAINTALA	ESO BELGAONE	Remote Rural Sec	9532	14			1	
SEEC BOLANGIR	TED TITILAGARH	SDO SAINTALA	ESO SAINTALA	Remote Rural Sec	18053	26		1	2	
SEEC BOLANGIR	TED TITILAGARH	SDO-I TITILAGARH	ESO NO-I TITLAGARH	Urban Section	9943	13			1	
SEEC BOLANGIR	TED TITILAGARH	SDO-I TITILAGARH	ESO NO-II TITLAGARH	Remote Rural Sec	20084	29		1	3	
SEEC BOLANGIR	TED TITILAGARH	SDO-I TITILAGARH	ESO SINDHEKELA	Remote Rural Sec	21883	31			3	
	TED TITILAGARH TOTAL	NO OF SECTION →	13		235487	336		1	4	28

CIRCLE	DIVISION	SUBDIVISION	SECTION	Section Type	TOTAL LIVE CONSUMER	NO OF BILL COLLECTOR	NO OF DIVISIONAL COODINATOR	NO OF SUB_DIVISION SUPERVISOR OR	NO OF SECTION SUPERVISOR	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO KESINGA	ESO BORDA	Remote Rural Sec	16159	23	1	1	2	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO KESINGA	ESO KESINGA	Semi Urban Sectid	5354	7			1	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO KESINGA	ESO NUNMATH	Remote Rural Sec	12068	17			2	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO KESINGA	ESO UTKELA	Remote Rural Sec	15728	22			2	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO NARLA	ESO BISWANATHPUR	Remote Rural Sec	20092	29		1	1	3
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO NARLA	ESO CHHATIKUDA	Remote Rural Sec	7958	11				1
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO NARLA	ESO M.RAMPUR	Remote Rural Sec	11746	17				1
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO NARLA	ESO MADANPUR	Remote Rural Sec	21874	31			3	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO NARLA	ESO NARLA	Remote Rural Sec	19772	28			2	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO-I BHAWANIPATNA	ESO NO - I BHAWANIPATANA	Semi Urban Sectid	8246	11			1	1
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO-I BHAWANIPATNA	ESO NO - IV BHAWANIPATANA	Rural Section	12885	18				2
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO-II BHAWANIPATNA	ESO NO - II BHAWANIPATANA	Semi Urban Sectid	14697	20		1	1	
SEEC KALAHANDI	KEED BHAWANIPATNA	SDO-II BHAWANIPATNA	ESO NO - III BHAWANIPATANA	Remote Rural Sec	13296	19			2	
	KEED BHAWANIPATNA TOT	NO OF SECTION →	13		179875	253		1	4	23
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO CHHARBAHAL	ESO BADKUTRU	Remote Rural Sec	18322	26	1	1	2	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO CHHARBAHAL	ESO CHARBAHAL	Remote Rural Sec	19344	28			2	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO CHHARBAHAL	ESO JAIPATNA	Remote Rural Sec	13272	19			2	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO CHHARBAHAL	ESO KOKSARA	Remote Rural Sec	19348	28			2	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO DHARAMGARH	ESO GOLAMUNDA	Remote Rural Sec	19237	27		1	2	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO DHARAMGARH	ESO NO - I DHARMAGARH	Rural Section	8620	12			1	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO DHARAMGARH	ESO NO - II DHARAMGARH	Remote Rural Sec	27114	39			3	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO JUNAGARH	ESO KALAMPUR	Remote Rural Sec	20924	30		1	3	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO JUNAGARH	ESO NO - I JUNAGARH	Semi Urban Sectid	5976	8			1	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO JUNAGARH	ESO NO - II JUNAGARH	Remote Rural Sec	19651	28			2	
SEEC KALAHANDI	KWED BHAWANIPATNA	SDO JUNAGARH	ESO NO - III JUNAGARH	Remote Rural Sec	14373	21			2	
	KWED BHAWANIPATNA TO	NO OF SECTION →	11		186181	266			1	3
SEEC KALAHANDI	NED NUAPADA	SDO KHARIAR	ESO BODEN	Remote Rural Sec	13043	19		1	1	2
SEEC KALAHANDI	NED NUAPADA	SDO KHARIAR	ESO NO-I KHARIAR	Semi Urban Sectid	9178	12	1			
SEEC KALAHANDI	NED NUAPADA	SDO KHARIAR	ESO NO-II KHARIAR	Remote Rural Sec	22689	32	3			
SEEC KALAHANDI	NED NUAPADA	SDO KHARIAR	ESO SINAPALI	Remote Rural Sec	27821	40	3			
SEEC KALAHANDI	NED NUAPADA	SDO KHARIAR ROAD	ESO NO-I KHARIAR ROAD	Semi Urban Sectid	5529	7	1		1	
SEEC KALAHANDI	NED NUAPADA	SDO KHARIAR ROAD	ESO NO-II KHARIAR ROAD	Remote Rural Sec	17405	25			2	
SEEC KALAHANDI	NED NUAPADA	SDO NUAPADA	ESO KOMNA	Remote Rural Sec	17453	25	1		2	
SEEC KALAHANDI	NED NUAPADA	SDO NUAPADA	ESO LAKHANA	Remote Rural Sec	14232	20			2	
SEEC KALAHANDI	NED NUAPADA	SDO NUAPADA	ESO NUAPARA	Remote Rural Sec	18130	26			2	
	NED NUAPADA TOTAL	NO OF SECTION →	9		145480	206			1	3

CIRCLE	DIVISION	SUBDIVISION	SECTION	Section Type	TOTAL LIVE CONSUMER	NO OF BILL COLLECTOR	NO OF DIVISIONAL COODINATOR	NO OF SUB_DIVISION SUPERVISOR OR	NO OF SECTION SUPERVISOR	
SEEC ROURKELA	RED RAJANGPUR	SDO KALUNGA	ESO NO-I KALUNGA	Remote Rural Sec	8832	13	1	1	1	
SEEC ROURKELA	RED RAJANGPUR	SDO KALUNGA	ESO NO-II KALUNGA	Remote Rural Sec	12636	18			2	
SEEC ROURKELA	RED RAJANGPUR	SDO KUARMUNDA	ESO BIRMITRAPUR	Rural Section	15388	22		1	2	
SEEC ROURKELA	RED RAJANGPUR	SDO KUARMUNDA	ESO HATIBARI((RAJGNPUR)	Remote Rural Sec	21700	31			3	
SEEC ROURKELA	RED RAJANGPUR	SDO KUARMUNDA	ESO KUARMUNDA	Remote Rural Sec	10071	14			1	
SEEC ROURKELA	RED RAJANGPUR	SDO-IIRAJANGPUR	ESO BARGAON	Remote Rural Sec	18910	27		1	2	
SEEC ROURKELA	RED RAJANGPUR	SDO-IIRAJANGPUR	ESO KUTRA	Remote Rural Sec	18808	27			2	
SEEC ROURKELA	RED RAJANGPUR	SDO-IIRAJANGPUR	ESO NO-III RAJANGPUR	Rural Section	9638	14			1	
SEEC ROURKELA	RED RAJANGPUR	SDO-IRAJANGPUR	ESO KANSBAHAL	Remote Rural Sec	5709	8		1	1	
SEEC ROURKELA	RED RAJANGPUR	SDO-IRAJANGPUR	ESO NO-I RAJANGPUR	Rural Section	7911	11			1	
SEEC ROURKELA	RED RAJANGPUR	SDO-IRAJANGPUR	ESO NO-II RAJANGPUR	Urban Section	6025	8			1	
	RED RAJANGPUR TOTAL	NO OF SECTION →	11		135628	193			1	4
SEEC ROURKELA	RED ROURKELA	SDO-2 UEDITNAGAR	ESO BISRA ROAD	Urban Section	3739	5		1	1	1
SEEC ROURKELA	RED ROURKELA	SDO-2 UEDITNAGAR	ESO MAIN ROAD	Urban Section	4056	5	1			
SEEC ROURKELA	RED ROURKELA	SDO-2 UEDITNAGAR	ESO POWER HOUSE ROAD	Urban Section	3488	5	1			
SEEC ROURKELA	RED ROURKELA	SDO-2 UEDITNAGAR	ESO UEDITNAGAR	Urban Section	3490	5	1			
SEEC ROURKELA	RED ROURKELA	SDO-3 BASANTI COLONY	ESO GOPABANDHU PALI	Urban Section	5670	8	1		1	
SEEC ROURKELA	RED ROURKELA	SDO-3 BASANTI COLONY	ESO NO-I BASANTI NAGAR	Urban Section	4922	7			1	
SEEC ROURKELA	RED ROURKELA	SDO-3 BASANTI COLONY	ESO NO-II BASANTI NAGAR	Urban Section	3611	5			1	
SEEC ROURKELA	RED ROURKELA	SDO-4 KOEL NAGAR	ESO NO-I KOELNAGAR	Semi Urban Sectio	5559	7	1		1	
SEEC ROURKELA	RED ROURKELA	SDO-4 KOEL NAGAR	ESO NO-II KOELNAGAR	Rural Section	4380	6			1	
SEEC ROURKELA	RED ROURKELA	SDO-4 KOEL NAGAR	ESO SHAKTINAGAR	Semi Urban Sectio	4693	6			1	
SEEC ROURKELA	RED ROURKELA	SDO-6 BISRA	ESO BANDHAMUNDA	Rural Section	8899	13	1		1	
SEEC ROURKELA	RED ROURKELA	SDO-6 BISRA	ESO BISRA	Remote Rural Sec	14857	21			2	
SEEC ROURKELA	RED ROURKELA	SDO-6 BISRA	ESO NAYABAZAR	Semi Urban Sectio	5235	7			1	
	RED ROURKELA TOTAL	NO OF SECTION →	13		72599	100	1	4	14	
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTA	ESO CHHEND	Urban Section	5811	8	1	1	1	
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTA	ESO CIVIL TOWN	Urban Section	5543	7			1	
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTA	ESO IND. ESTATE	Urban Section	3619	5			1	
SEEC ROURKELA	RSED ROURKELA	SDO-1 INDUSTRIAL ESTA	ESO KALINGAVIHAR	Urban Section	7913	11			1	
SEEC ROURKELA	RSED ROURKELA	SDO-5 PANPOSH	ESO JALDA	Rural Section	8973	13		1	1	
SEEC ROURKELA	RSED ROURKELA	SDO-5 PANPOSH	ESO LATHIKATA	Remote Rural Sec	10756	15			1	
SEEC ROURKELA	RSED ROURKELA	SDO-5 PANPOSH	ESO PANPOSH	Semi Urban Sectio	5681	8			1	
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO BONAI	Remote Rural Sec	23422	33		1	3	
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO KOIRA	Remote Rural Sec	8526	12			1	
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO LAHUNIPARA	Remote Rural Sec	23993	34			3	
SEEC ROURKELA	RSED ROURKELA	SDO-7 BONAI	ESO MAHULDIHA	Remote Rural Sec	10717	15			1	
	RSED ROURKELA TOTAL	NO OF SECTION →	11		114954	161		1	3	15

CIRCLE	DIVISION	SUBDIVISION	SECTION	Section Type	TOTAL LIVE CONSUMER	NO OF BILL COLLECTOR	NO OF DIVISIONAL COODINATOR	NO OF SUB_DIVISION SUPERVISOR OR	NO OF SECTION SUPERVISOR	
SEEC ROURKELA	SED SUNDARGARH	SDO HEMGIRI	ESO GOPALPUR	Remote Rural Sec	8771	13	1	1	1	
SEEC ROURKELA	SED SUNDARGARH	SDO HEMGIRI	ESO HEMGIRI	Remote Rural Sec	7178	10			1	
SEEC ROURKELA	SED SUNDARGARH	SDO SUNDARGARH	ESO BHEDABAHAL	Remote Rural Sec	6517	9			1	
SEEC ROURKELA	SED SUNDARGARH	SDO SUNDARGARH	ESO NO-I SUNDARGARH	Urban Section	10410	14		1	1	
SEEC ROURKELA	SED SUNDARGARH	SDO SUNDARGARH	ESO NO-II SUNDARGARH	Urban Section	4639	6		1	1	
SEEC ROURKELA	SED SUNDARGARH	SDO SUNDARGARH	ESO NO-III SUNDARGARH	Remote Rural Sec	10239	15		1	1	
SEEC ROURKELA	SED SUNDARGARH	SDO SUNDARGARH	ESO SUBDEGA	Remote Rural Sec	24036	34		1	3	
SEEC ROURKELA	SED SUNDARGARH	SDO UJALPUR	ESO LEFRIPARA	Remote Rural Sec	12099	17		1	2	
SEEC ROURKELA	SED SUNDARGARH	SDO UJALPUR	ESO SARGIPALI	Remote Rural Sec	9523	14			1	
SEEC ROURKELA	SED SUNDARGARH	SDO UJALPUR	ESO UJALPUR	Remote Rural Sec	11064	16			1	
SEEC ROURKELA	SED SUNDARGARH	SDO UJALPUR	ESO UJALPUR-II	Remote Rural Sec	12430	18			1	
	SED SUNDARGARH TOTAL	NO OF SECTION →	11		116906	166			1	3
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BELPAHAR	ESO BANDHABAHAL	Remote Rural Sec	9468	14		1	1	1
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BELPAHAR	ESO BELPAHAR	Rural Section	10360	15	1			
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BELPAHAR	ESO GOMADERA	Semi Urban Sectid	4971	7	1			
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BELPAHAR	ESO PANCHGAON	Remote Rural Sec	11987	17	1			
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BRAJRAJNAGAR	ESO BRAJARAJNAGAR	Semi Urban Sectid	4612	6	1		1	
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BRAJRAJNAGAR	ESO GANDHI CHOWK	Remote Rural Sec	6614	9			1	
SEEC SAMBALPUR	BNED BRAJRAJNAGAR	SDO BRAJRAJNAGAR	ESO LAMTIBAHAL	Semi Urban Sectid	4764	6			1	
	BNED BRAJRAJNAGAR TOTAL	NO OF SECTION →	7		52776	74			1	2
SEEC SAMBALPUR	DED DEOGARH	SDO DEOGARH	ESO BARKOTE	Remote Rural Sec	23960	34	1	1	3	
SEEC SAMBALPUR	DED DEOGARH	SDO DEOGARH	ESO BUDHAPAL	Remote Rural Sec	9092	13			1	
SEEC SAMBALPUR	DED DEOGARH	SDO DEOGARH	ESO DEOGARH	Rural Section	14724	21			1	
SEEC SAMBALPUR	DED DEOGARH	SDO DEOGARH	ESO REAMAL	Remote Rural Sec	15735	22			1	
SEEC SAMBALPUR	DED DEOGARH	SDO DEOGARH	ESO TELEIBANI	Remote Rural Sec	12500	18			1	
	DED DEOGARH TOTAL	NO OF SECTION →	5		76011	108		1	1	10
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-I	ESO BAGDIHI	Remote Rural Sec	7759	11	1	1	1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-I	ESO JED-1	Semi Urban Sectid	7058	9			1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-I	ESO JED-2	Semi Urban Sectid	9803	13			1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-I	ESO JED-3	Semi Urban Sectid	6497	9			1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-II	ESO JHANDA CHOWK	Urban Section	5349	7		1	1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-II	ESO LAIKERA	Remote Rural Sec	13241	19			2	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-II	ESO RAGHUNATHPALI	Remote Rural Sec	9979	14			1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-II	ESO SAHAPADA	Remote Rural Sec	6921	10			1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO JHARSUGUDA-II	ESO SARBAHAL	Semi Urban Sectid	6447	9			1	
SEEC SAMBALPUR	JED JHARSUGUDA	SDO KUCHINDA	ESO - I KUCHINDA	Rural Section	14639	21			1	2
SEEC SAMBALPUR	JED JHARSUGUDA	SDO KUCHINDA	ESO - II KUCHINDA	Remote Rural Sec	10847	15				1
SEEC SAMBALPUR	JED JHARSUGUDA	SDO KUCHINDA	ESO BAMRA	Remote Rural Sec	14024	20				2
SEEC SAMBALPUR	JED JHARSUGUDA	SDO KUCHINDA	ESO JAMANKIRA	Remote Rural Sec	12996	19				2
SEEC SAMBALPUR	JED JHARSUGUDA	SDO KUCHINDA	ESO KUSUMI	Remote Rural Sec	11106	16		1		
	JED JHARSUGUDA TOTAL	NO OF SECTION →	14		136666	192		1		3

CIRCLE	DIVISION	SUBDIVISION	SECTION	Section Type	TOTAL LIVE CONSUMER	NO OF BILL COLLECTOR	NO OF DIVISIONAL COODINATOR	NO OF SUB_DIVISION SUPERVISOR	NO OF SECTION SUPERVISOR
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SEEC SAMBALPUR	SED SAMBALPUR	SDO BURLA	ESO NO - I BURLA	Urban Section	4866	6	1	1	1
SEEC SAMBALPUR	SED SAMBALPUR	SDO BURLA	ESO NO - III BURLA	Urban Section	4591	6			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO BURLA	ESO NO - II BURLA	Semi Urban Sectid	2846	4			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO HIRAKUD	ESO CHIPLIMA	Remote Rural Sec	3367	5		1	0
SEEC SAMBALPUR	SED SAMBALPUR	SDO HIRAKUD	ESO GOSALA	Remote Rural Sec	4090	6			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO HIRAKUD	ESO HIRAKUD	Urban Section	3356	4			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO HIRAKUD	ESO HIRAKUD.RE	Semi Urban Sectid	3777	5			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-I SAMBALPUR (AINT	ESO AINTHAPALLI	Urban Section	5379	7		1	1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-I SAMBALPUR (AINT	ESO BAREIPALI	Semi Urban Sectid	3695	5			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-I SAMBALPUR (AINT	ESO RE SECTION	Semi Urban Sectid	7546	10			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-I SAMBALPUR (AINT	ESO HOSPITAL	Urban Section	8251	11			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-II SAMBALPUR (KHE	ESO BADABAZAR	Urban Section	5591	7		1	1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-II SAMBALPUR (KHE	ESO KHETRAJPUR	Urban Section	4195	6			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-II SAMBALPUR (KHE	ESO BALIBANDHA	Urban Section	2482	3			1
SEEC SAMBALPUR	SED SAMBALPUR	SDO-II SAMBALPUR (KHE	ESO PHD SECTION	Urban Section	2448	3			1
	SED SAMBALPUR TOTAL	NO OF SECTION →	15		66480	88	1	4	14
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RAIRAKHOL	ESO HATIBARI(SAMPLPUR)	Remote Rural Sec	12748	18	1	1	2
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RAIRAKHOL	ESO NAKTIDEOL	Remote Rural Sec	15458	22			2
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RAIRAKHOL	ESO RAIRAKHOL	Remote Rural Sec	18181	26			2
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RENGALI	ESO LAIDA	Remote Rural Sec	4379	6		1	1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RENGALI	ESO PARMANPUR	Remote Rural Sec	7678	11			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RENGALI	ESO RENGALI	Remote Rural Sec	17215	25			2
SEEC SAMBALPUR	SEED SAMBALPUR	SDO RENGALI	ESO SASON	Remote Rural Sec	5240	7			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-I BHUTAPADA	ESO BROOKS HILL	Urban Section	4039	5		1	1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-I BHUTAPADA	ESO COMMISSIONER COLONY	Urban Section	3953	5			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-I BHUTAPADA	ESO GOLEBAZAR	Urban Section	1743	2			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-I BHUTAPADA	ESO SAKHIPARA	Urban Section	4314	6			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-II DHANUPALI	ESO DHAMA	Remote Rural Sec	5429	8		1	1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-II DHANUPALI	ESO DHANUPALI	Semi Urban Sectid	6190	8			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-II DHANUPALI	ESO MANESWAR	Remote Rural Sec	5005	7			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-II DHANUPALI	ESO PADIABAHAL	Remote Rural Sec	6504	9			1
SEEC SAMBALPUR	SEED SAMBALPUR	SDO-II DHANUPALI	ESO SAHASPUR	Remote Rural Sec	4051	6		1	
	SEED SAMBALPUR TOTAL	NO OF SECTION →	16		122127	171	1	4	20

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure VII****Scope of Work & Service Level Agreement****Revenue Collection, Deposit collected amount in bank & Operation of Collection Van**

The scope of work & Service level agreement consists of Revenue Collection using dedicated bill collectors, or alternate avenues, and other associated activities at the premises of primarily LT consumers, through the outsourced Business Associate(s), using 5G/4G and GPS enabled smart mobile phones 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 TPWODL.

1. The scope of work includes the following:

- The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with and Bluetooth printer along with stationery for bill printing as per requirement of TPWODL, for each bill collector. The minimum specification of Phone, Printer & Paper Roll is annexed **(Under Annexure)**
- Mobile phones should have enough storage space to store historical & current consumer, billing and payment history, payment data for the entire day and also have enough battery backup for up to 8-10 hours.
- The Business Associate(s) shall preferably use 2 SIM cards of 2 separate service providers with wider coverage of connectivity.
- Smart mobile phone shall have preloaded collection App provided by TPWODL and/or data fetched on real time basis, the bill collector /cashier shall enter payment particulars in cash/cheque/digital and the instrument shall issue payment receipt to consumer on successful authorization of transaction.
- The device should be 4G/5G based GPS enabled to identify collection spot, remote transfer of payment data and side by side to track the location of bill collector and mobile cash van on real time basis for monitoring purpose.
- Payment receipt should be on / impact / Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed payment receipt parameters are clearly legible and the impression should last for at least 6 months from the date of printing. For digital mode of payment collection, TPWODL will provide MPoS machine along with the network connection.
- The Business Associate(s) shall deploy section wise specified number of bill collectors, vehicle & Sub-Division Wise Supervisors as given in Annexure II.

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However, TPWODL reserves the right to increase or reduce this count based on its assessment whenever required. Business Associate can arrange for options/avenues of Cashier/Mobile Cash Vans for achieving the set target. In case Cashier/ Mobile Vans are engaged on direction of TPWODL, BA will receipt additional payment from TPWODL for additional services in lieu of cashier and Mobile Vans.

- The Business Associate shall deploy minimum 1 No. of 4 wheeler Vehicle (Bolero or equivalent) in each section for the collection drive. The vehicle will be used for Arrear recovery drive under supervision of TPWODL officer.
- Bill collectors, cashiers, & Supervisor's deployed by Business Associate shall get Minimum wages in Semi-Skilled & Skilled Category respectively. On Non-Achievement/over-Achievement of monthly Target will attract Penalty/Incentive for Bill Collector, Supervisor & Business Associate(s) as indicated in Annexure.
- TPWODL Reserves the right to disqualify any Bidder if bid price (Supervision charges) offered by bidder is less than the 20% of the average price quoted by all the bidders for the particular divisions. Supervision charges shall include cost of Mobile, printer, Paper Roll, Printer Cartridge, office equipment/establishment, cost of Bank Guarantee, cost of 4 wheelers, tools, cash transportation/insurance as well as penalty/incentive on target achievement & Revenue Margin.
- Single BA will not be selected as Meter Reading and Bill Distribution Agency and Bill Collection Agency in any particular Divisions. Existing AMC contractor engaged by TPWODL in respective divisions will have Right of First Refusal (RoFR) based on the discovered price. Decisions of TPWODL will be final and binding on all the parties in this aspect.
- TPWODL reserves the right to reduce no of Bill Collectors/ Supervisors etc., by giving at least one month prior notice to BA.

2. Proposed Scope of Work in details:

The proposed areas of work together with the deliverable are further elaborated in the following sections. Executive Engineer of the Division shall be the Engineer In- Charge of the Contract (EIC), under this contract. EIC may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding collection, will remain with EIC & same shall be final & binding to both parties. The authority for daily work allocation, monitoring and performance assessment of bill collectors for retention/ incentive will be the respective Section Managers/ Section Commercial Officers.

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This shall be a division wise three-part as explained below:

Part-1. Base Component: Manpower Cost of Section Wise Bill Collectors, & Supervisor's with their Minimum Wages (Annexure) + Hardship Allowance + Incentive/retention

Part-2. Variable Component: Cost of Supervision charges which shall include cost of Mobile Device, Impact/thermal Printer, Paper Roll, Mobile Cartridge wherever required, Office Establishment, Data Entry Operator, One Vehicle for each section for Revenue recovery, cash insurance, cash transportation, cost of Bank Guarantee, profit margin, Cost of Project Manager and other day to day expenses etc. **Banking charges related deposit of cash in TPWODL designated account (at division level) will be borne by TPWODL.**

Part-3. Incentive/ Penalty: Incentive & penalty on target Achievement as Indicated 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.

1. The Bidder requires to submit Price bid, Division wise, for each Division of any Discoms as interested in the attached format as per Price Bid. Under normal scenario, one Bidder shall not be allocated more than 2 divisions / Cluster within one Discom, after outcome of technical and Commercial Bid Evaluation. TPWODL reserves the right to allocate a Division or multiple Divisions within a Circle to a particular bidder.
2. Immediately after awarding of the contract, Business Associate(s) should submit in writing a detailed execution and resource deployment plan to TPWODL within 7 days of awarding LOI/RC.
3. Training of all BA employees is an important activity & is mandatory prior to 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 Bill Collection, Collection through Collection Centers/mobile cash vans. The training program and agenda will be prepared in collaboration with TPWODL and implemented in the presence of TPWODL representative.
4. Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPWODL. Bill Collector, cashier, lineman, helper & Supervisor's recruitment by BA shall be done after their interaction and concurrence by TPWODL officer nominated by EIC/Chief-RCM. The deputed persons shall be dedicatedly involved in the activities under this Contract and shall not have multiple employments. If at any point any person

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is found to be employed/ involved in any other profession/ job, he/she will be liable to be terminated forthwith and BA shall be liable for penalty.

5. The Business Associate shall submit documents of Bill Collector, cashier, lineman, helper & Supervisors to TPWODL BA-Cell for issuance of I-Card within 7 Days of LOI/RC. Further in case of misuse of I-Card, any loss/damage/expenses borne by TPWODL 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) may be required to adopt dress code for the engaged bill collectors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division.
7. TPWODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPWODL. The BA shall fully cooperate with TPWODL 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 at between TPWODL and the BA, TPWODL 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 TPWODL to maintain uninterrupted operations at site.
9. If the work entrusted is not proper and to the satisfaction of TPWODL 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 bill collector, cashier to report to the concerned Section Manager/Section Commercial officer for daily allocation of Bill Collection & related allocated work. The minimum wages/ incentive/ retention amount of the collectors & other staff shall be determined as certified by the EIC
11. Supervisor shall report to the SDO/any other official as designated by TPWODL from time to time at Sub-Division level. He shall co-ordinate with the concerned Section Manager/Section Commercial officer and the bill collectors/cashiers for ensuring achievement of the daily performance targets/providing necessary administrative and logistics & billing equipment support. He should also co-ordinate with the Business Associate for ensuring availability of the required number of Bill Collectors at all times.
12. If Bill Collector/Supervisor's collection coverage is less than the monthly assigned target, then he shall be served with warning letter to improve within 15 days else shall be terminated by BA after serving him a 30 days' Notice period. (Refer Annexure III for Penalty & retention/Incentive detail). However, Chief Commercial or Chief Revenue Protection shall be final authority to decide in

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case of any representation or facts are produced by any bill collector / supervisor justifying his claim or low performance, basis recommendation of EIC.

13. Minimum Collection amount by Bill Collector's should be equal to total bill value, but in no case it should be less than Current demand. No collection of less than current demand to be made. Unique Consumer number covered/collected in a month will be considered for Collection coverage purpose.
14. The Business Associate(s) collection target is 100% Collection efficiency in every month per division (Collection efficiency in % = Total payment received in division / Total Current bill value). Extra Incentive will be given to BA on more than 100% Collection Efficiency (Refer Annexure for Penalty & Incentive detail).
15. Manpower engaged in this contract shall be dedicated and shall not be assigned activities beyond this scope. Also, the manpower for each activity of bill collection. No BA employee shall be engaged in concurrent employment, if anyone found violating shall be punished leading to Termination of the service immediately.
16. In case, the Business Associate(s) desires to discontinue the work from its end, three months' advance notice shall be served.
17. Unless communicated by TPWODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
18. TPWODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.
19. Bill collection activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s)/Bill Collector may also be asked to do collection, recovery in live and disconnected connections. The EIC may also utilize the bill collectors for collection of LT 3 Phase connections. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPWODL.
20. Payment Not received cases shall be followed by the business associate supervisor through Special Site visit in 2% cases.
21. Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any Bill Collector, bill distributor associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPWODL. Verification of the employee will be as per the directions & norms of the TPWODL.
22. Business Associate(s) shall ensure Bill Collection, of consumers within stipulated time schedule as specified by EIC TPWODL.

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23. Bill Collection activity is to be undertaken on Monthly basis or, as decided by TPWODL depending upon the urban & rural geography of the area.
24. Bill Collectors, cashiers, linemen, helper must be medically fit and it is mandatory to submit fitness certificate before employing the Bill Collector & supervisor.
25. In case of termination of any employee by Business Associate(s), same shall be informed to TPWODL specifying reasons for termination.
26. Provision has to be made by the Business Associate(s) that Bill Collector does not switch off the GPS, data connection and use any other application, internet other than the Collection application as prescribed by TPWODL. The Business associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the Bill Collector.
27. In case of any short coming noticed in the work i.e. taking bribe, misbehaving with consumer, holding the cash, short deposit of cash, wrong reporting of disconnection/reconnection, the Business Associate(s) will be penalized (Refer Annexure - Penalty & Incentive) on this account on receipt of the complaint from the customer or TPWODL's staff after due verification by the Junior Engineer whose decision shall be final.
28. In case the uploaded data is not transferred from collection application remotely or if manual money receipts are used (subject to approval of TPWODL management), 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 TPWODL database system on time on a daily basis.
29. Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass for bill collectors, supervisors having minimum qualification of Graduation Degree from a reputed University, , having sufficient knowledge of job 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 & in no case the age of employee should be less than 18 years. Details of such manpower shall be provided to TPWODL before commencement of the work under this Agreement. In case of exceptions, a prior intimation to be sent to the EIC and a permission shall have to be taken.
30. Business Associate (s) has to ensure that replenishment of resources/manpower is done on immediate basis, so that performance is not hampered. It also has to be ensured for availability of manpower throughout the week by adopting rotational schedule and by adhering to labour laws.
31. Business Associate(s) shall arrange necessary safety equipment's like Gum Boots and umbrella/ Rain Coat (during rainy season),.

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32. The personnel should be conversant to read write and speak in local language and Hindi to interact with consumers. In addition, should be conversant in English for understanding of mobile app, read and understand bill and/or other documents.
33. The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
34. It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the TPWODL.
35. Agency shall do Prior Canvassing at site for Bill Collection before the scheduled Spot Collection date & a future date shall also be intimated to consumers for Collection Purpose.
36. Data sync-in / sync-out to TPWODL system will be required in case of mobile app being used on offline mode.
37. In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for money receipt printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Bill Collection, recovery, activities due to unavailability of smart mobile phones and Bluetooth printer along with stationery for payment receipt.
38. 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.
39. TPWODL 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.
40. The software will be provided by TPWODL for Bill Collection activities which the business associates should only use and no other software shall be used.
41. All Employees of Business Associate(s) shall follow TPWODL code of conduct & TPWODL ethics policy. Any deviation found will be viewed seriously & the contract could be terminated immediately without serving any notice.
42. Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPWODL informed of such changes in system.
43. The business Associate(s) shall extend all reasonable support to TPWODL in a drive for recording any other statutory information required which TPWODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of supply status, category use, premises not in use, premises partially being used possible theft etc.
44. Business Associate(s) shall encourage all the employees to report the exceptions like address mismatch, on site conditions, wrong meter no., unsafe condition, theft of electricity or unauthorized use, incorrect meter reading, bill not delivered, provisional billing, other bill disputes etc.to improve collection efficiency.

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45. 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.
46. Business Associate(s) shall assist TPWODL and ensure that Consumers complaints regarding Bill Collection, Disconnection and Reconnection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPWODL.
47. Since the Bill Collection, Collection through Collection Centers/mobile cash vans, 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 or causing any harassment to the Consumer of TPWODL.
48. Business Associate(s) shall provide all necessary support in implementing new/ innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement Collection, Collection through Collection Centers/mobile cash vans, performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
49. The BA shall serve the separate Disconnection Notice to the consumers along with the scheduled 1-phase normal Bill Collection. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC.
50. 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 to whom handed over (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.

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2. Bidder shall arrange and install adequate No of desktops/printers for carrying out the activities listed in scope of work.
3. After completing the assigned work in a particular Section the concerned SDO would have the right to utilise the manpower optimally across the various section in same Sub-Division. At regular interval, Bill Collector 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.
4. The numbers of consumers mentioned above shall vary & may be reduced from time to time subject to awarding contract to SHGs (Women Self Help Groups) or with introduction of alternative payment avenues for consumers after mutual agreement between TPWODL & BA
5. The Business Associate(s) has to submit Collection Bank Guarantee (BG) for T+2 Days based on average collection Target of 3 days against which Top-up amount will be extended in online collection Application. BA will further allocate Top-up amount to Bill Collector's for doing cash collection from Consumer. TPWODL will review the collection amount for the initial 2 months, if the BG amount is less than the average collection of 3 days then BA will be informed to furnish a Bank Guarantee of differential amount and he/she will be liable to deposit the additional BG within 7 days from the date of information by EIC. This will be valid for a period equivalent to contract validity plus claim period of one year plus one month. To derive the collection Bank Guarantee for a division, maximum bill amount for the year FY'22 is considered and assumed that 70% of the amount shall be collected by BA's. Per day average has been considered of such amount and Collection BG value is derived for 3 days – Division wise amount is annexed in Annexure IV. In case at any point the BG falls short of the collection amount or there is delay in depositing of the collected amount in the designated Banks of TPWODL, the payment against invoices due to the BAs would be retained till the adequate BG top up is provided
6. The said Collection bank guarantee will also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank Guarantee.
7. Additionally, Performance Bank Guarantee amounting to 5% of the contract value will be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month.
8. Insurance for physical Cash / Cheque / DDs / Pay orders will be the responsibility of BA from collection from consumer till deposit in the TPWODL nominated Bank. Any loss, including consequential loss, to TPWODL due to theft / fire / burglary or any other untoward incidence etc. will be made well to TPWODL within 48 hours of occurrence of incidence, failing which an interest

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@ 18% per annum will be charged by TPWODL without prejudice to its other rights as may be available to it under law.

9. The Business Associate(s) will ensure submission of site verification report in hard

/soft form submit it to Section Commercial Officer/person deputed by EIC on daily basis.

4. Establishment, Data Compilations and Reports:

- Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- Business Associate(s) would have to establish an official set ups 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.
- The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices.
- Business Associate(s) would engage an experienced Project Manager to report to TPWODL 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. In addition, minimum one supervisor has to be deployed in each sub-division to manage supervise bill collection, logistic support and administrative support to the teams.
- The Business Associate(s) is also liable to assist TPWODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book, phone number, route/walking sequence & meter status details etc.
- Submission of data/MIS/compliances by Business Associate(s) to TPWODL shall be in the form of hard/soft copy as per the requirement of TPWODL.
- Availability: Revenue Collection, Collection through Collection Centers /mobile cash vans is to be available at all times. 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

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- a. Revenue Collection, Collection through Collection Centers/mobile cash vans, Business Associate(s) shall describe approach and methodology in:
 - b. By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
 - c. 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.
 - d. The Business Associate(s) shall maintain adequate data security so that no data of TPWODL can be changed or transferred to anybody without prior approval of TPWODL, failing which it shall attract Penalty as per Penalty clause (Refer Annexure - Penalty & Incentive).
 - e. 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.
 - f. In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.
 - g. 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.
 - h. Securing the relevant infrastructure and integrating with existing TPWODL infrastructure security including network perimeter defences, server security, and data infrastructure security.
 - i. Refresh or back key on the keyboard should be disabled for all web-based / browser applications.
- 6. Statutory Requirements:**
- a. If any financial irregularity like non-payment of Salary, Incentive, short payment etc. by the Business Associate(s) is noticed, TPWODL 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 TPWODL is concerned with their engagement conditions and the remuneration which should be minimum wages in semi-skilled category for Bill Collectors and Skilled for Supervisors. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPWODL at any time and furnish the same to TPWODL 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 any liabilities or damages by way of compensation arising from any accident to the

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person or property of Whose of your employment or to any other person whomsoever, during the contract.

- d. TPWODL 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.

7. Responsibility Matrix:

TPWODL & Business Associate(s) shall have the following responsibilities:

- a. 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 level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- b. 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/Collection databases of consumers for past.
- c. Identify appropriate officers 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 TPWODL. Submit a Weekly report to the Nodal Officer from CSO 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 Revenue Collection, Collection through Collection Centers / mobile cash vans, name of Bill Collector, Cashiers, prior to starting the Collection and Recovery activity on 1st day 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.
- j. Number of slippage in schedule – with respect to Spot Collection, Collection through Collection Centers/mobile cash vans,.

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- k. Number of errors in recording Spot Collection, Collection through Collection Centers/mobile cash vans, Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- l. The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- m. While TPWODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for Bill Collection, bidder shall not charge for the extra time and cost involved.
- n. The Business Associate(s) has to support TPWODL for organization of necessary camps to improving the Collection percentage.
- o. In case of wrong / non-reporting of Bill Collection, with any type of connivance between deployed manpower and consumer, TPWODL 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.
- p. On the receipt of written complaint from TPWODL, the Business Associate(s) shall take action against the particular Bill Collector within a week of receipt of such complaint.
- q. The Bill Collections 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.
- r. 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.
- s. In case Collection, 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 III.
- t. Bill Collections of a consumer shall be taken on the fixed date as specified in schedule and any deviation of Bill Collection date will attract penalties.
- u. Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- v. 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.
- w. TPWODL would not consider cases of “Address Not Traceable” as a valid excuse for not paid cases. Unless, the Business Associate(s) is

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able to establish its case before the concerned designated TPWODL' S staff, penalties would be imposed accordingly as a wrong remark.

- x. During the course of the engagement, TPWODL is not liable for any injuries occurring to the Business Associate(s) staff during Spot Collection, Collection through Collection Centers/mobile cash vans,. Moreover, TPWODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- y. Any additional information related to the Collection, Collection through Collection Centers/mobile cash vans, required by the TPWODL should be furnished as instructed from to time to time.
- z. Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- aa. Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

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CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure- Penalty & Incentive:****(Service Level Agreement)****Following are the penalties & Incentives for the contract.****1. Collection Coverage -Penalty for Business Associate(BA should be same for 11kv AMC & Collection)**

Penalty amount for Business Associate(s) on Non-Achievement of Collection Efficiency			
Sr. No.	Target	Collection Efficiency Non-Achievement	Penalty on Shortfall of Collection Efficiency less than 100 %
1	100% Collection Efficiency	95.01% to 99.99%	1% penalty on supervision charges for each % shortfall.
2		95% to 90%	2% penalty on supervision charges for each % shortfall.
3		Below 90%	3% penalty on supervision charges for each % shortfall.
4	80% Reach	If reach is <80%	Hardship amount will be deducted by 50%

The Business Associate(s) will get incentive on over- achievement of Collection Efficiency On every 1% improvement over 100%.**2. Collection Coverage-Incentive:**

Incentive for Bill Collector, Supervisor.(Per Month)		
Sr. No.	Collection Coverage Improvement over the target	Incentive for Bill Collector on individual coverage of respective Section & Supervisor on individual coverage of respective Sub-Division
1	Each 1 %	Rs.500 on every 1% Improvement
2	Bill Collector crosses > 500 MR in Rural and crosses > 600 MR in Urban	Rs 500 as extra incentive

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Collection Coverage calculation is subject to realization of current bill amount.****1. Collection Coverage- Penalty Amount for BA Employee's:****Collection Coverage = No of Money Receipt Collected/No of Consumer Assigned
Penalty amount for Bill Collector, Supervisor**

Sr. No.	Collection Coverage (No of MR Collected) Non-Achievement	Retention amount for Bill Collector on individual coverage of respective Section, Supervisor/Cashier for of respective Sub-Division, (Maximum penalty to Bill Collector shall be limited to 20% of the monthly wages)
1	1 to 5%	Nil
2	6 to 15%	Rs.100 on every 1% Non-achievement below 5 %
3	15% and above	Rs.200 on every 1% Non-achievement below 15 %

Incentive / Penalty of the BAs Collector & Supervisor will be decided on Section wise target given by Engineer- In- Charge.

Penalty Amount for Non-Performing to Bill Collector (to ensure the full-day engagement)

Sr. No.	Unique Visits (Per Day) with a minimum 20 MR	Penalty amount for Bill Collector on non-performing.
1	Above 50	Nil
2	40 – 50	Rs. 50 Per day
3	30 - 40	Rs.100 Per Day
4	Below 30	Rs. 150 per day with warning letter to be issued by BA with a copy to concerned Section Officer & Assistant Officer/Officer – Commercial

Bill Collector have to Submit the Non-paying Consumer Remarks for Visited Consumer on daily basis to concerned Section Officer/Assistant Officer/Officer/Backoffice

The Above penalty should not applicable in case of 100% Collection Coverage achieved on assigned consumers (it includes the Digital /Cheque/Online Payments also)

4. Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Bill Collector in each circle/divisions
- Best Supervisor in a circle/division
- Best District In charge in a Division
- Best Agency in maximum delta improvement in Collection, performance in Circle/Division.

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****5. Other Penalties**

Sl	Condition	Penalty
1	Collection posting in Wrong Consumer account or wrong amount posting	Rs. 100/- per case, including Warning letter to BA Employees with maximum postings through Business Associate(s).
2	In case of Unethical activity defined as below; 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 Bill Collector/Supervisor, the BA shall immediately remove the concerned person from TPWODL Bill Collection/supervision work. BA employee shall be black listed from TPWODL and his detail will be shared with other Odisha Discoms. Furthermore, any further loss incurred shall be recovered by TPWODL from the Business Associate(s).
3	Late Submission of data	Rs. 100/- per SVR (disconnection / reconnection report) per day. Rs. 100/- per money receipt/per day.
4	Data Security breach	Rs.10000/- for each such incident. TPWODL also keep right to take action as per prevailing laws including contract termination with security amount infringement.
5	Genuine Consumer Complaint on account of Wrong Bill Collection/Remark, Non- delivery of the Payment Receipt, Fake Signature in Bill collection, Disconnection, reconnection POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
6	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case
7	Late submission/ non submission of special Collection / Disconnection / Reconnection cases beyond scheduled time	Rs. 100/- per Case

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8	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPWODL works and Penalty of four times of the amount embezzled /bribe to the agency.
9	Where embezzlement and bribe taken of any amount.	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPWODL.
10	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.
11	In Case BA fails to deposit the collected cash within 2 Working Days	5% per day of the amount not deposited will be deducted from the Supervision Charges Invoice.


Note – Retention amount clubbed together cannot be more than 20% of Net Salary of Bill Collector, Supervisor. Govt. connection, Duplicate, Ghost, Connection not found etc. cases shall be excluded from Collection Coverage subject to if data/format is provided for such consumer by Bill Collector/Supervisor

Maximum Penalty for business associate clubbed together shall not exceed 30% of Supervision charges.

- a. 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.
- b. The Executive Engineer of the concerned Divisional Office/HoG - Bill Collection & Billing/HOG-Commercial is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing/Collection team. If the Agency feels aggrieved, then it can approach the Chief - RCM/Chief-Commercial at Head office for adjudication

CENTRALIZED CONTRACTS GROUP**NIT No.: TPCODL / CCG / 23-24 / 008****Annexure****Collection Bank Guarantee Amount, division-wise.**

Circle	Division	Collection Bank Guarantee Amount (Rs. In Lakhs)
BALANGIR	BED BALANGIR	122.63
BALANGIR	SED SONEPUR	99.79
BALANGIR	TED TITILAGARH	116.86
BARGARH	BED BARGARH	152.95
BARGARH	BWED BARGARH	139.58
KALAHANDI	KEED BHAWANIPATNA	104.70
KALAHANDI	KWED BHAWANIPATNA	80.00
KALAHANDI	NED NUAPADA	84.22
ROURKELA	RED RAJGANGPUR	105.92
ROURKELA	RED ROURKELA	102.39
ROURKELA	RSED ROURKELA	117.37
ROURKELA	SED SUNDARGARH	85.95
SAMBALPUR	BNEDBRAJRAJNAGAR	80.00
SAMBALPUR	DED DEOGARH	80.00
SAMBALPUR	JED JHARSUGUDA	135.70
SAMBALPUR	SED SAMBALPUR	146.94
SAMBALPUR	SEED SAMBALPUR	114.77

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1.0 ORGANIZATIONAL VALUES

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

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

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

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

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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.

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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.

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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.

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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.

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- 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.

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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

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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

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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.

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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

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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:**

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

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

9.4 Compliance to Labour Laws

Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then 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.

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10.0 QUALITY

10.1 Knowledge of Requirements

The Associate shall be deemed to have carefully examined and to have knowledge of the equipment, the general and other conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and the type of the equipment and duties required including wherever necessary of the site conditions and relevant matters and details. Any information thus procured or otherwise obtained from 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.

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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

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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

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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/outsource 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

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The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the 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

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- 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

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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.

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- 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.

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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.

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- 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.

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- 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

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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.

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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

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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

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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.

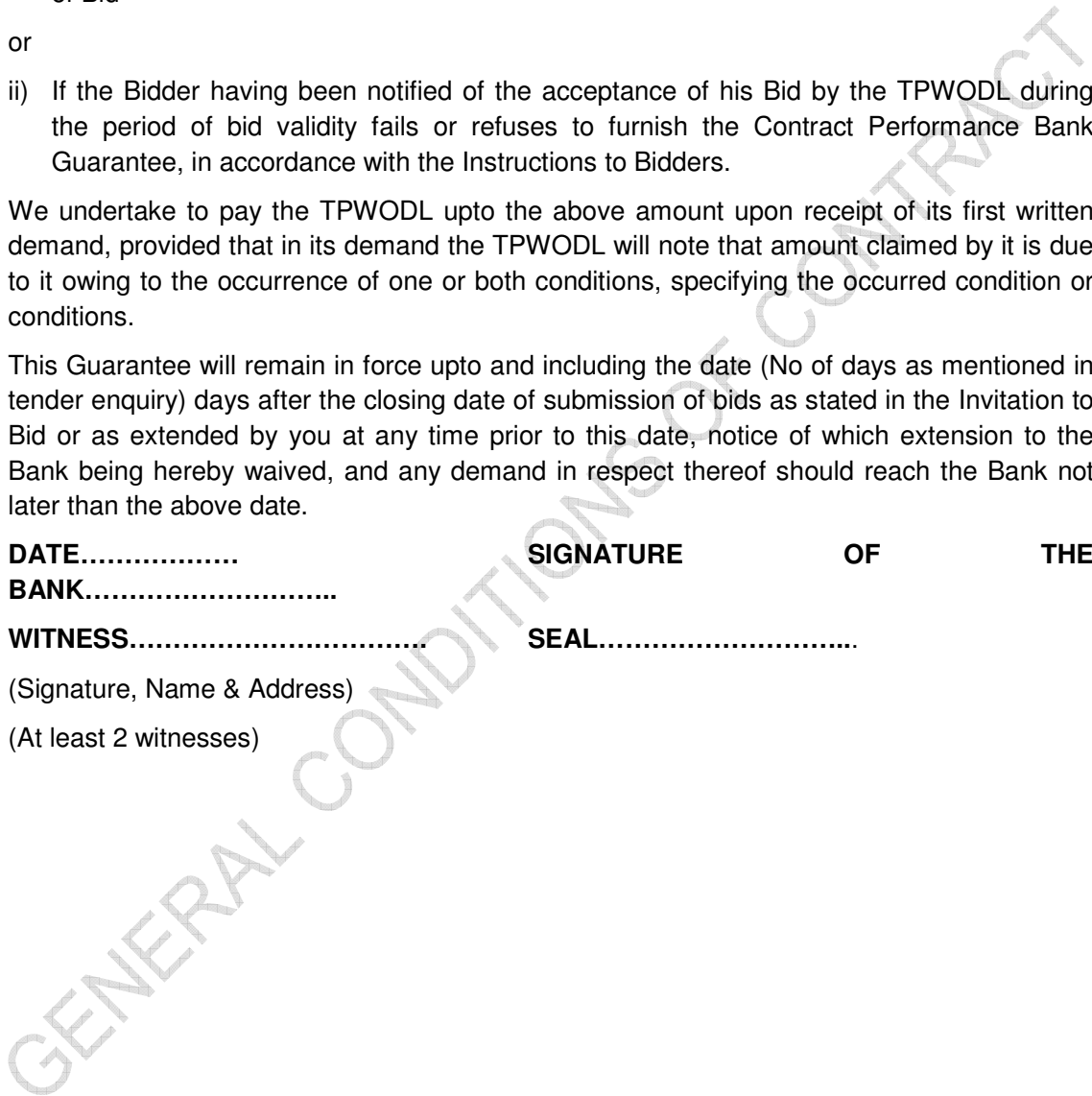
This Guarantee will remain in force upto and including the date (No of days as mentioned in tender enquiry) days after the closing date of submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, 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)



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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

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

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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)

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(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)

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ANNEXURE – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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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

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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.

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of 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.

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- 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).

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- 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

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FORM (A)

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

A. Details of the Agency

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

B. Details of Work

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

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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 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)**

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Form X

Undertaking

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

(_____)

Date:

Form XI

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Undertaking

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

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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 _____

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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 : _____

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Signature of

contractor

Place _____

Date _____

GENERAL CONDITIONS OF CONTRACT

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

()

Authorized Signatory

For M/s

Seal

ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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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/
----	------------	---	---	---	---	---	----------

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						

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						

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SECTION - B

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of 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						

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

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SECTION – E

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

Please spare your thoughts for 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!!

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ANNEXURE - I

ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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DGM (Finance)

The TP Western Odisha Distribution Limited
Burla

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)

Email Address of accounts person (to send payment information)

Name of the Authorized Signatory :

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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 /

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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

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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,

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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*)

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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

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- 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

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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.

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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)

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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

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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

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PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

GENERAL CONDITIONS OF CONTRACT

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Annexure 1 (Refer Para 3.1)

Business Associate Safety Management System Questionnaire

Certification					
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.					
Company Name:					
Turnover and experience:		Name of top officer:			
Date:		Position			
Contract Details					
Contract Name			Contract Number:		
Business Associates Safety Management System Questionnaire		Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>					
- 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			

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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>				

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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.

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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.

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Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> 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

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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)

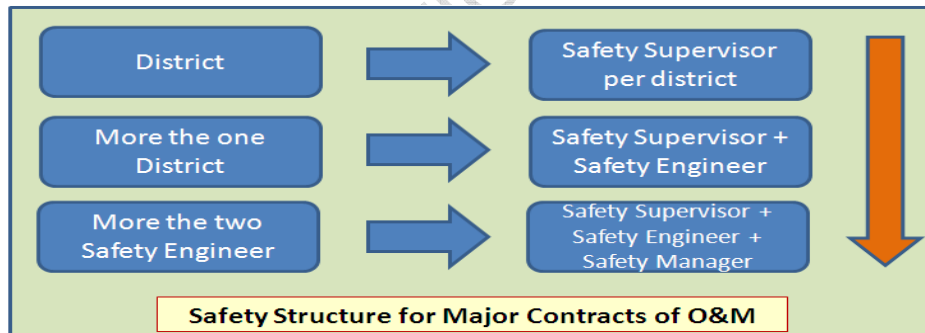
General Safety Conditions for the Maintenance of Distribution Network Contracts:

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.

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- 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)

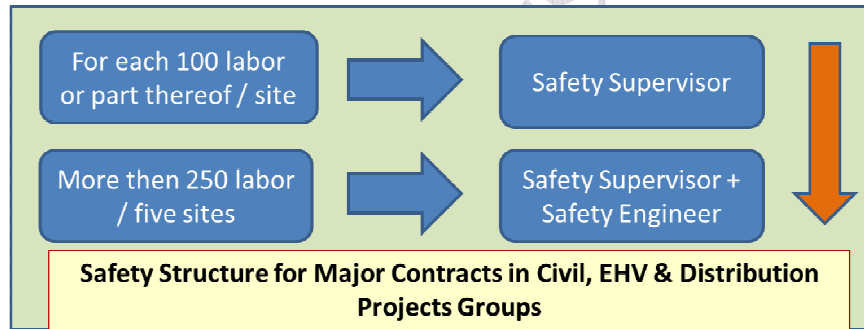
General Safety Conditions for the Distribution Projects Major Contracts:

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.

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- 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 the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



Annexure 3.3 (Refer Para 4.0)

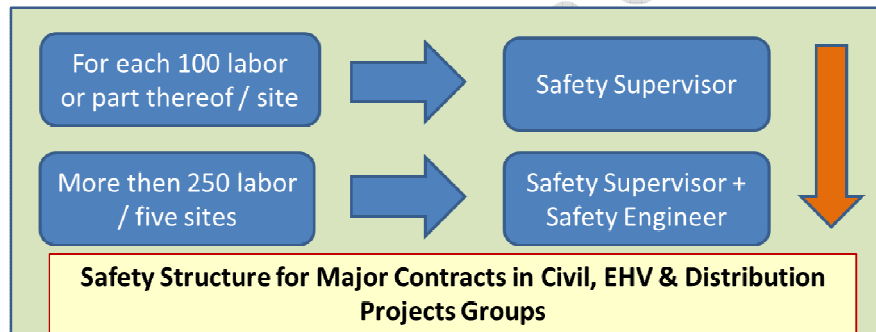
General Safety Conditions for the major EHV Projects Contracts:

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 TPWODL.

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- 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.

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- 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.

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- 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)

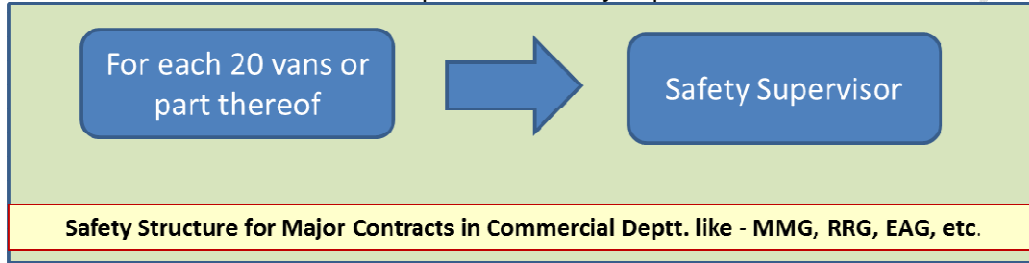
General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:

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.

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- 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.

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- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



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Annexure 4 (Refer Para 3.3)

Safety Undertaking by way of Affidavit

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

1. The present undertaking shall remain in force from the date of execution of contract awarded by 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.

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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.

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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)

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Annexure 6 (Refer Para 5.6)

Training Module for BAs Worker & Supervisor

Training for BA Supervisor

Duration – 02 Hrs / Month

Methodology: Lecture and Practical Demonstration of Safety Zone Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

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

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- 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.

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Annexure 7 (Refer Para 5.7)

LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C) Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech) Joseph Leslie Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech) Joseph Leslie Accent Industries Honeywell
06	Fire Proof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per 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.

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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)

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Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

.....

Name of the Project and Purchase order No:

.....

Date of commencement of work:

.....

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime):

.....

Cumulative Man Hour worked:

.....

Total Number of

Minor Injury (this month): Minor Injury (Total)

Major Injury (this month): Major Injury (Total):

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from 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

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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

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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 :

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		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	:

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	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		

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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.