



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Procedure to Participate in Tender

Tender Enquiry No- TPNODL/OT/2021-22/001

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Fee (Rs.)	Last Date and Time for payment of Tender Fee
NIT Number: TPNODL/OT/20 21-22/001 dtd.20.04.21	Performance Based Annual Maintenance Contract for 11KV and LT Network in all TPNODL Divisions	2 Lakh	5,000	27.04.2021, 15:00 Hrs

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

Procedure to Participate in Tender.

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

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letter head indicating
 - a. Tender Enquiry number
 - b. Name of authorized person
 - c. Contact number
 - d. E-mail id
 - e. Details of submission of Tender Fee
 - f. GST Registration No
2. Non-Refundable Tender Fee, as indicated in table above, to be submitted in the form of Direct Deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference/ Enquiry Number –

Beneficiary Name – TP Northern Odisha Distribution Limited

Bank Name – Union Bank of India

Branch Name – Balasore Branch

Account No – 500601010280332

IFSC Code – UBIN0550060

E-mail with necessary attachment to be sent to purchase@nescoodisha.com before last date and time for payment of Tender Fee.

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have done the above step to participate in the Tender.

Also, it may be strictly noted that once date of "Last date and time for Payment of Tender Participation Fee" is lapsed no Bidder will be sent link from TPNODL E-Tender System (Ariba). Without this link BA will not be able to participate in the tender. Any last moment request to participate in tender will not be entertained.

Any payment of Tender Fee / EMD by Bidder who have not done the prerequisite will not be refunded.

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Open Tender Notification
For
Performance Based Annual Maintenance Contract for 11KV and LT
Network in all TPNODL Divisions

Tender Enquiry No.: TPNODL/OT/2021-22/001

Due Date for Bid Submission: 11.05.2021 [15:00 Hrs.]

TATA POWER NORTHERN ODISHA DISTRIBUTION LIMITED
(A Tata Power and Odisha Government Joint Venture)
Contracts & Material Management Department
Corporate office: Januganj, Balasore, Odisha-756019

CONTENTS OF THE ENQUIRY

S. NO.	PARTICULARS
1.	Event Information
2.	Evaluation Criteria
3.	Submission of Bid Documents
4.	Bid Opening & Evaluation process
5.	Award Decision
6.	Order of Preference/Contradiction
7.	Post Award Contract Administration
8.	Specifications and Standards
9.	General Conditions of Contract
10.	Safety
Annexures	
I.	Annexure I – Schedule of Items
II.	Annexure II – Technical Specifications
III.	Annexure III – Schedule of Deviations
IV.	Annexure IV – Schedule of Commercial Specifications
V.	Annexure V – Document Check List
VI.	Annexure VI – Acceptance Form for Participation in Reverse Auction Event
VII.	Annexure VII – Scope of Work & Service Level Agreement
VIII.	Annexure VIII – Inspection Test Plan
IX.	Annexure IX – General Condition of Contract
X.	Annexure X - Safety Policy and Safety Terms and Conditions
XI.	Annexure XI – Tata Code of Conduct (TCoC)
XII.	Annexure XII - Environment & Sustainability Policy



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

1.0 Event Information

1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested and eligible Bidders for entering into a Rate Contract valid for a period of 3 Year as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Performance Based Annual Maintenance Contract for 11KV and LT Network in all TPNODL Divisions	2,00,000/-	5000

1.2 Availability of Tender Documents

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

1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	27.04.2021 ; 15:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	30.04.2021 up to 15:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	03.05.2021 at 15:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	06.05.2021 up to 18:00 Hrs
(e)	Last date and time of receipt of Bids	11.05.2021 up to 15:00 Hrs
(f)	Date & Time of opening technical bids & EMD	11.05.2021 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.

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

Pre bid meeting shall be scheduled at TPNODL Corporate Office or Online. Same shall be communicated to the interested bidders post receipt of their Tender Fee.

1.4 Mandatory documents required along with the Bid

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Drawing, Type Test details 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.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

- 1.4.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.8 Copy of PAN, GST, PF, ESI Registration and valid Labour License (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

1.5 Deviation from Tender

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

1.6 Right of Acceptance/ Rejection

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

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

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

1.7 Qualification Criteria

- 1.7.1 The prospective Bidder(s) should be a registered Sole Proprietor Firm/ Partnership Firm/ Company, possessing valid HT Electrical License) for working at upto 11 KV level. In case of award of contract he should be arranged & submitted the valid HT license issued from the ELBO (Electrical License Board of Odisha), Government of Odisha, otherwise it may not be considered.

The Bidder should possess the followings:

Valid EPF Registration Certificate.

Valid ESI Registration Certificate.

Valid Labour License.

(Bidder should submit the above within 20 days from the award of contract)

The Bidder should also possess valid:

Valid GST Registration Certificate.

Valid PAN No.

- 1.7.2 The Average Annual Turnover of the prospective bidder(s) during FY 18-19, FY 19-20 and FY20-21 should be equal to or more than Rs 10 Crores.

Copy of audited P&L Account to be submitted in this regard.

- 1.7.3 The bidder should have experience in Providing Maintenance Services / AMC works / Project Works for 11 KV or higher voltage level in any power distribution utility during last 3 years and should have executed cumulative contract with value equal to or more than Rs. 30 Cr. during last three years. Copy of work order / completion certificate to be submitted in this regard

- 1.7.4 Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed Distribution utility for maintenance/installation works of 11 KV or Higher Voltage Level

- 1.7.5 The prospective bidder must quote for all the LOTS (Divisions) as indicated in Annexure- I.

- 1.7.6 Bidder should not be blacklisted by any Govt. Organization / utility. Bidder must submit the self-undertaking.

- 1.7.7 Each bidder shall submit bid by himself only. A bidder in joint venture / consortium shall not be allowed to participate in the Tender.

Note: - 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.

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, TPNODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

1.9 Supplier Confidentiality

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

2.0 Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions.
- Bidders have to mandatorily quote for all 16 Divisions and each line item of the BOQ. Failing to do so, TPNODL may reject the bids.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost basis, on overall Total Price Quoted for three years (Price of Year 1 + Price of Year 2 + Price of Year 3), for each individual LOT as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPNODL however, reserves right to split the order LOT wise among more than one Bidder or club together Divisions into Clusters and allocate to single bidder. Hence all bidders are advised to quote their most competitive rates.
- Bidder shall mandatorily submit their capability to handle maximum number of lots during the contract tenure period.
- TPNODL reserves the right to decide number of lots to be awarded to a single bidder considering the best cost optimization, capacity and capability of the bidders to ensure SLA.

NOTE: In case of a new bidder not registered, existing sites shall be visited by TPNODL officials for confirming overall performance of the BA. However TPNODL 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 TPNODL shall be final and binding on the bidder in this regard.

2.1 Price Variation Clause: The year wise prices as finalized 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. TPNODL 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” of Rs. 2,00,000/- (Rupees Two Lakh only) shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of BG / Bankers Pay Order favoring “TP Northern Odisha Distribution Limited”, payable at Balasore only. The EMD has to be strictly in the format as mentioned in General Condition of Contract,



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

failing which it shall not be accepted and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Beneficiary Name – TP Northern Odisha Distribution Limited
Bank Name – Union Bank of India
Branch Name – Balasore Branch
Account No – 500601010280332
IFSC Code – UBIN0550060

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

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

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

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

SIGNING OF BID DOCUMENTS:

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

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

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL website by the stipulated timelines as detailed in calendar of events.

Communication Details:

Package Owner - Contracts

Name: Mr. Swetaraj Parida

Department: Procurement

Contact No.: 9438906074

E-Mail ID: purchase@nescoodisha.com

GM Contracts

Name: Mr. Nirmal Kumar Das

Contact No: 9438906007

E-Mail ID: purchase@nescoodisha.com

Chief – Contracts & Material Management:

Name: Mr. Sunil Bhattar

Contact No.: 9971395265

E-Mail ID: sunil.bhattar@tpnodl.com

Bidders are strictly advised to communicate with Package Owner through TPNODL E-tender System (Ariba) only. They need to pay Tender Participation Fee to receive the Ariba log-in.

3.3 Bid Prices

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

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

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

3.6 Alternative Bids

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

3.7 Modifications and Withdrawal of Bids

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

3.8 Earnest Money Deposit (EMD)

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

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

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

The EMD shall be forfeited in case of:

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

Or

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

3.9 Type Tests (if applicable)

The type tests specified in TPNODL 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 TPNODL.

4.0 Bid Opening & Evaluation process

4.1 Process to be confidential



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL's 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 TPNODL. Owing to COVID Scenario, in case of Open Tenders also, the bids shall be opened internally by TPNODL. Technical bid must not contain any cost information whatsoever.

First the "EMD" will be checked. Bids without EMD/ cost of tender (if applicable) of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. The salient particulars of the techno commercial bid will be read out at the sole discretion of TPNODL.

4.3 Preliminary Examination of Bids/ Responsiveness

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

4.7 Reverse Auctions

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 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

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

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

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

6.0 Order of Preference/Contradiction:

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

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

7.0 Post Award Contract Administration

7.1 Special Conditions of Contract

- The overall period of the contract shall be for a period of 3 years. The contract shall however initially be placed for a period of one year only. TPNODL reserves the right to extend the contract for further 2 years as per the agreed rates (pre finalized rates) and performance of the bidder.
- Contractor Safety Management System along with its amendments as issued time to time by TPNODL 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 BA by TPNODL whichever is later. However, requirement with respect to count/ qualification



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

/experience of Safety personnel as mentioned in this RFP document shall supersede anywhere else as mentioned in CSMS/GCC.

- 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. The revised charges for AMC shall be jointly agreed upon between TPNODL and the BA in such case.
- 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 suitable notice period and allocating the same to any other BA as deemed fit by TPNODL to maintain uninterrupted operations at site.
- Performance Bank Guarantee amounting to **3%** of the first year contract value shall be submitted by the BA as per GCC for a period equivalent to contract validity period plus one month i.e. 37 months.
- Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- TPNODL appreciates and welcomes the engagement/ employment of persons from SC/ST community or any other deprived section of society by their BAs.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPNODL.
- All the terms and conditions of TPNODL GCC shall be applicable.

7.2 Payment Terms

BA shall raise bill (s) **on monthly basis** to TPNODL as per the performance based criteria in SLA. All bills shall be submitted to concerned Engineer-In-Charge along with monthly report (MIS) as mentioned in SLA for certification of work and performance evaluation.

80% payment shall be released within 8 days from the date of submission of certified bills / invoices and rest 20% payment shall be released on verification of invoices and after deduction / withheld of applicable amounts.

However the first two month's AMC bill would be cleared for payment only after certification of satisfactory vegetation clearing from all poles/ DT structures and tree pruning underneath all lines by the respective Section Heads/ Area-In-Charge.

Bills / invoices would be verified by TPNODL authorized person for payment and also for deduction / withheld against non- compliance as listed in Performance Measurement criteria.

All the line items of BOQ (other than fixed AMC charges per month) i.e. for Crane/Hydra/ Vehicles/additional manpower shall be paid as per actuals.

7.3 Climate Change

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

7.4 Ethics

- TPNODL is an ethical organization and as a policy TPNODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.
- TPNODL 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: purchase@nescoodisha.com

8.0 Specification and standards

NA

9.0 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.

10.0 Safety

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

[http:// www.tpnorthernodisha.com](http://www.tpnorthernodisha.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

Annexure I Schedule of items

LOT-1					
Divisions - BED, Balasore					
Balasore Circle, Division - BED Balasore					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)- (after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)- (after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-2					
Divisions - BTED, Basta					
Balasore Circle, Division - BTED Basta					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-3					
Divisions - JED, Jaleswar					
Balasore Circle, Division - JED Jaleswar					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-4					
Divisions - CED, Balasore					
Balasore Circle, Division - CED Balasore					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-5					
Divisions - SED, Soro					
Balasore Circle, Division – SED, Soro					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-6					
Divisions - BNED, Bhadrak					
Bhadrak Circle, Division - BNED Bhadrak					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
<u>GST@18%</u>					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-7					
Divisions - BSED, Bhadrak					
Bhadrak Circle, Division - BSED Bhadrak					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-8					
Divisions - BPED, Baripada					
Baripada Circle, Division - BPED Baripada					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
<u>GST@18%</u>					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-9					
Divisions - UED, Udala					
Baripada Circle, Division - UED Udala					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-10					
Divisions - RED, Rairangpur					
Baripada Circle, Division - RED Rairangpur					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-11					
Divisions - JRED, Jajpur Road					
Jajpur Road Circle, Division - JRED Jajpur Road					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
<u>GST@18%</u>					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-12					
Divisions - JTED, Jajpur Town					
Jajpur Road Circle, Division - JTED Jajpur Town					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-13					
Divisions - KUED, Kuakhia					
Jajpur Road Circle, Division - KUED Kuakhia					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-14					
Divisions - KED, Keonjhar					
Keonjhar Circle, Division - KED Keonjhar					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-15					
Divisions - JOED, Joda					
Keonjhar Circle, Division - JOED Joda					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
GST@18%					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

LOT-16					
Divisions - AED, Anandapur					
Keonjhar Circle, Division - AED Anandapur					
Sr. No.	Description	Annual Qty.	Unit	Year 1	
				Unit Rate (Rs.) (Without Tax)	All inclusive Unit Price (Rs.) (Without Tax)
				B	C=A*B
1	AMC Fixed Cost (as per complete scope entailed in this tender document Annexure XX)	1	Year		
Followings are the Additional scope to meet emergency requirements, force majeure – cyclone, flood, earthquake etc. with specific approval of Executive Engineer.					
2	Services of Hydra/Crane(required for loading/unloading of transformer /other equipment's) up to 4 Hours per day (after reaching the work start destination)	240	Nos. of times 4 Hrs. service requirement		
3	Services of Hydra/Crane (required for loading/unloading of transformer /other equipment's) up to 8-10 Hours per day (after reaching the work start destination)	240	Nos. of times 8 Hrs. service requirement		
4	Services of Non-AC Vehicles Running 12 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle)with provision of fixing Electrically insulated ladder on top per day	40	Nos. of times 12 Hrs. service requirement		
5	Services of Non-AC Vehicles Running 24 Hrs. (Bolero/ Seat capacity 7/8 person equivalent vehicle) with provision for fixing Electrically insulated ladder on top per day	20	Nos. of times 24 Hrs. service requirement		
6	Services of Three Wheeler (required up to 4 Hrs. per day)-(after reaching the work start destination)	25	No. of times 4 Hrs. service requirement		
7	Services of Three Wheeler (required up to 8-10 Hrs. per day)-(after reaching the work start destination)	25	No. of times 8-10 Hrs. service requirement		
8	Services of Minitruck – (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
9	Services of Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed with Electrically insulated ladders on top (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
10	Services of TATA-407 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
11	Services of TATA 407 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

12	Services of TATA-709 (required upto 4 Hrs per day)-(after reaching the work start destination)	30	No. of times 4 Hrs. service requirement		
13	Services of TATA 709 (required upto 8-10 Hrs per day)-(after reaching the work start destination)	30	No. of times 8-10 Hrs. service requirement		
14	Skilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No. of times 8 Hrs. service requirement		
15	Unskilled Manpower (as & when required) for 8 Hrs. Shift Duty	250	No of times 8 Hrs. service requirement		
16	Supervisor (as & when required) for 8 Hrs. Shift Duty	90	No. of times 8 Hrs. service requirement		
Total All Inclusive Value for 1st Year (in Rs.) (Without Tax)					
<u>GST@18%</u>					
Total Amount for 1st Year (Rs) - All Inclusive					
For 2nd year, %age increment on Unit Price of 1st year (in percentage) - All Inclusive (without GST / tax)					
For 3rd year, %age increment on Unit Price of 2nd year (in percentage) - All Inclusive (without GST / tax)					

Note-

- The bids will be evaluated commercially on the overall all-inclusive lowest cost basis, on overall Total Price Quoted for each lot for 03 years period, as defined in the tender BOQ as calculated in Schedule of Items above
- The contract shall however initially be placed for a period of one year only. TPNODL reserves the right to extend the contract on a year to year basis for a period of further 2 years on agreed (pre finalized) rates
- The bidder shall quote prices strictly in the above format. Failing to do so, bids are liable to be rejected.
- The bidder needs to quote for all the line items as mentioned above; failing which the bids are liable for rejection.
- The bidder must fill each and every column of the above format. Mentioning "extra/inclusive" in any of the column may lead for rejection of the price bid.
- No cutting/ overwriting in the prices is permissible.
- The unit price to be indicated should be exclusive of taxes & duties which are to be indicated in separate columns meant for the purpose.
- The prices shall be FOR TPNODL Locations.

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

- TPNODL reserves the right to reject any bid which is found to be under-quoted considering the minimum wages and other statutory requirements that the bidder is supposed to fulfil in case of award of contract by TPNODL. In such a case, TPNODL may ask the bidder to submit the breakup/ justification of quoted prices. In case it is observed that the prices quoted by bidder are not sustainable, such bids shall be rejected. The EMD as submitted by the bidder in such cases shall also be liable for forfeiture. The decision of TPNODL in this regard shall be final and binding on the bidder.
- All the line items of BOQ (other than fixed AMC charges per month) i.e. for Crane/Hydra/Vehicles/additional manpower shall be paid as per actuals. Requirement of these items (as extra) shall be as approved by TPNODL EIC. Quantities of these items as mentioned in BOQ are estimated quantities for the purpose of evaluation only. Actual quantities will differ based on actual requirement

Annexure II
Technical Specifications

NA



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

ANNEXURE III

Schedule of Deviations

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

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

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 (For 3% of order value for guarantee period)	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 (If Yes, indicate, SSI Reg'n No.)	Yes / No

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	



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Annexure VI

Acceptance Form for Participation In Reverse Auction Event

(To be signed and stamped by the bidder)

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

Annexure VII

Scope of Work & Service Level Agreement

1.1 Business Associate (BA) shall undertake full responsibility of the Safety and assigned works for carrying out the regular maintenance of HT/LT Distribution System comprising of 11KV Substations, 11KV/440V/230V Distribution Transformers and associated equipment, 11KV O/H lines, 230V O/H line, U/G network and associated equipment, 440V O/H lines, U/G network (as and when required, decision to be taken by Operations Engineer-In-Charge termed as EIC), service cables and associated equipment along with the installation up to 2 spans of conductors cables, street light installations which includes attending to emergency breakdowns, carrying out preventive maintenance of these equipment in various Divisions of TPNODL located in the TPNODL Areas of Odisha to the satisfaction of TPNODL. BA shall also agree to undertake any work pertaining to above LT Distribution System as may be necessary for the maintenance of equipment as mentioned in weighted Asset Base which may be required to be carried out for the smooth working of the LT Distribution System. BA shall conduct the maintenance work of highest quality and safety standards. TPNODL gives highest priority to Safety of working staff and associated groups while working. TPNODL will follow Contractor Safety Management System for these works and suggests BA to read and understand TPNODL Safety Standards clearly. The asset base is mentioned in Annexure VII-F. Detailed guidelines of Contractor Safety Management System are also attached as an Annexure to the GCC which is an integral part of this document.

It is to be noted that TPNODL may revise Contractor Safety Management System with an objective to improve the overall Safety standards being followed within the organization. Such revisions as done time to time by TPNODL shall be effective from the date of such communication to BAs and will be binding on the BAs.

1.2 BA shall provide a MIS in prescribed format of fault analysis by incorporating codification of causes of failure of various equipment in the HT/LT distribution system, the data of which is to be submitted in form of monthly report (in both soft and hard copy). The MIS for a particular month is to be submitted to the Sub Divisional Manager/EIC by 10th of next month failing which the BA will be liable to deduction of marks as indicated in point no 2 of KPI.

1.3 BA shall follow "Performance based measurement System" as mentioned under this contract for handling procedures related to HT/LT Distribution System maintenance. Bills corresponding to a particular month are to be submitted along with Performance Report by 15th of the next month. Inordinate delay in submission of Performance report will render the BA liable to deduction of marks as indicated in point no 2 of KPI.

1.4 BA shall implement Annual and Monthly preventive maintenance schedule of the HT/LT Distribution system equipment in consultation & coordination with respective Sub division in- charge. The Sub Divisional Manager for the respective Sub division would be the Engineer In- charge for the contract for the respective Sub division. The Divisional Managers will be overall in charge of the Contract for their respective Divisions.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Deviation report showing mismatch with reasons between actual and scheduled maintenance shall be furnished by the associate in the monthly maintenance report.

1.5 Further, TPNODL reserves the right to engage any other agency or resort to any other suitable means to carry out these jobs in the eventuality of any necessity faced by TPNODL or in case of BA refusing to work, on the onset of any strike or for any other reasons likely to lead to loss of productivity. In the event of workmen of BA refusing to work/ disrupting work or being non-responsive, TPNODL reserves the right to make appropriate recoveries from BA occasioned by such causes as aforesaid. In case of, any reason that is likely to result in a fall in performance level as per Agreement or due to any other reason as may be deemed fit by TPNODL; TPNODL reserves the right to engage any other person/agency in which case all expenses incurred in engaging any other person, for the reasons attributable to BA shall be recovered from BA. The same shall be without prejudice to the legal recourse available to TPNODL.

1.6 With an aim to optimize on the overall cost and resources, TPNODL reserves the right to bifurcate LOT / Division into multiple units or amalgamate multiple such units to form a single LOT / Division. In such case, the monthly AMC charges shall be mutually agreed between TPNODL and Business Associate.

1.7 TPNODL and BA shall fully co-operate and ensure effective implementation of the contract. For the aforesaid purpose, the designated maintenance engineer of each Sub division/Section nominated by TPNODL and the designated Engineer/ supervisor nominee of Business Associate shall work jointly for executing the works effectively. BA shall keep TPNODL informed of the work progress as per TPNODL's requirement in addition to monthly reports to facilitate a review. A daily diary or register shall be maintained by BA for daily work carried out by BA & the same would be submitted to the maintenance engineer of TPNODL.

1.8 BA shall ensure timely availability of all necessary Safety Personal Protective Equipment (PPE), tools, tackles, other equipment & resources for carrying out the assigned jobs safely. BA shall ensure that additional 10% of the total requirement of above said equipment is always available in his stock for fresh issue or replacement at Division level. Records in soft and hard copies, of these inventories shall be available with BA Safety representative for verification. Random Monthly inspection to be done by Respective Divisional Manager and Circle Heads for 10% of buffer stock provided by AMC in Divisions. For non- compliance, Penalty (as per deduction matrix) shall be imposed on BA for Non-availability of Buffer Stock found during the inspection in the monthly report.

1.9 BA shall open & maintain a site office in the mutually agreed area of a Sub division/Section office (including store for inventory) & post its staff there. Space for opening of such office shall be arranged by BA. No extra payment regarding the same shall be payable to BA on this aspect and same is presumed to be included in bid price.

BA shall provide a Suitable Room / Office for the manpower along with the upkeep of the Tools and Tackels as "Fuse Call Centre (FCC)", so that "No Power Supply" complaints can be addressed within Stipulated Timelines as per the SLA. The No. of FCC shall be equal to or more than the No. of FCC defined in the Annexure –VII (B).



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

BA shall ensure to suitably mention/display on the this Building / Premise – “TPNODL Complaint Center” at a loaction easily visible to everyone.

1.10 BA shall carry out work connected with or incidental to any of the works as aforesaid pertaining to Maintenance of Distribution System as communicated from time to time.

2. Statutory Compliance & Human Resource Issues

2.2 BA shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the currency of this order. BA shall conduct activities safely & conduct regular training of his personnel as mentioned in Contractor Safety Management System (CSM) section of this document. However in the exigency of an accident (BA Employee/Public) BA shall be sole responsible for making payment for hospitalization, compensation thereof in case of any accident including compensation according to workman. Compensation /ESI and as mentioned in CSM document. Payments towards retrenchment compensation, leave etc. as applicable towards its employees shall be borne by the BA.

2.3 BA shall distribute Identity Cards (as issued by TPNODL) to its employees deployed for execution of the assigned works in various Sub divisions & intimate to TPNODL's Engineer In Charge for entry/ authorization to work.

2.4 BA shall deploy adequate human resources, plant and machinery, tools and tackles as required for carrying out the work as mentioned in Scope of Work & SLA within specified period. TPNODL shall have the right to seek credentials of personnel as also their qualification details. In cases where particular personnel deployed by BA is not acceptable, BA shall arrange for removal and replacement within 24 hours. BA personnel whose replacement has been sought by TPNODL shall not be deployed elsewhere by BA without approval of Head (Distribution Operations Services), TPNODL.

2.5 At no point of time either during the present contract being in force or expiry of contract, BA employees shall press upon TPNODL for employment, wages, and allowances or any other related matters, demands, payment etc.

2.6 BA shall ensure that adequate resources are deployed as required to carry out tasks defined in the scope of work and meet the performance-based criteria. BA shall ensure carrying out Safety Audits including night audits, Safety Training, CAPA compliance, Safety Talk, (refer clause 5.5 of CSM document for JD of Safety Representative) etc. and submission of Safety/performance reports mentioned in Contractor Safety Management (CSM) which is enclosed in GCC.

One Site Supervisor per Section is to be deputed. Supervisors should be at least Diploma Holders in Electrical Trade with two years' experience and holding valid supervisory license. The personnel engaged in attending breakdowns and other job should have qualification as per CEA regulation –clause 7.2.

The BA will depute staff at FCC Centre (Complaint Centre) in shifts (24X7 for Urban and 16 x 7 for Rural) for attending maintenance and no current complaints. Resource strength



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

required in different shifts shall vary based on requirement and decision of TPNODL EIC shall be final in this regard and binding on the BA.

BA shall provide Smart Mobile Handset/FFA device to each resource deployed by the BA. SIM card charges along with monthly recurring charges shall be payable by BA. The mobile handset should have minimum 32 GB hard disk and 2 GB RAM with android operating system. SIM card with outgoing calling facility within CUG, will be provided by the BA. No extra payment shall be made to BA regarding the same. Same is subsumed to include in AMC fixed charges. FFA software shall be uploaded in each FFA device/Smart mobile phone by TPNODL.

The manpower engaged in FFA/Mobility must have capability of reading FFA device & capable of receiving and sending complaints for closing through FFA device. Other than the above criteria, all employees engaged by BA should qualify in the internal assessment system employed by TPNODL before they are deputed by BA or during the tenure of the contract. BA to provide a mechanism on internal safety training/ competency management/ competency enhancement structure.

Qualification Matrix for BA Employees	
Designation	Minimum Qualification
Safety Engineer (One per Division)	Diploma/Degree in Engineering / Post Diploma in Industrial Safety from recognised institute with Minimum 3 Yrs of Experience in the field of Safety
Supervisor (One per Section)	Diploma Holders in Electrical Trade with 2 years' experience and holding valid supervisory license
Lineman for all activities	Shall be as per the CEA regulation Clause 7.2
ALM/Helper	Having basic knowledge of Working in Power Distribution with emphasis on safety.
Customer Complaint Co-ordinator(C.C.C)	Graduate with basic knowledge of computers with preferred previous experience of one year

2.7 TPNODL may issue the temporary identity cards which are non-transferable to all the bonafide superiors & employees of the BA as per organization structure submitted by BA and which are deployed for execution of the assigned works in various Divisions/ Sub-Divisions, for which BA at their own cost shall submit details of all such employees including their photographs. The policy of BA Legal Cell will be followed in this matter. The details are attached herewith as Annexure VII-H. However in case of any subsequent changes during the tenure of contract, same shall be adhered to by the bidder with immediate effect.

BA shall ensure that all of their employees who are deployed in TPNODL carry temporary identity cards with them issued by TPNODL. Also it will be the responsibility of BA to return back immediately the I-Cards to TPNODL on expiry of the contract/ agreement and on



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

retirement/ resignation/ removal of their employees to whom it was issued. BA shall indemnify TPNODL for any or all losses, costs, damages that TPNODL may incur due to loss/ misuse of such identity card by BA employees.

TPNODL may, at its sole discretion, recover Rs. 100/- (Rs. One hundred only) per I-Card issued as duplicate I-Card to BA employees. In case any employee of BA is found misusing the I- Card issued, TPNODL may decide to proceed against BA for appropriate action to make good loss of reputation and damages.

All the employees engaged by BA should have a proper uniform made of comfortable clothing to be provided by the BA displaying the Identity Card in standard manner. BA needs to get the design and color of uniform approved from TPNODL. BA shall ensure that at least a pair of uniform is provided to all the employees for usage and due replacements of the same are given time to time in case of wear and tear.

2.8 BA shall ensure that while performing activities as assigned in this agreement, their deployed manpower shall take adequate and reasonable care about TPNODL property, assets, tools, materials etc. Any damage caused on this account shall be recovered from BA from their monthly bills. In no case any such worker shall come at site possessed of any explosives, arms or instrument capable of causing physical injury to property or person of others. The workers shall ensure that there is no substance abuse, indulgence in liquor smoke etc. while working at site and while being on duty.

2.9 BA shall be responsible and shall comply with the provision of all the Statutory Acts applicable. Special attention of the BA is drawn towards the compliance of provision of the following statutes (along with the latest amendments/additions) as applicable:

- The Child Labour (Prohibition and Regulation) Act, 1986.
- The Contract Labour (Regulation and Abolition) Act, 1970.
- The Employee's Pension Scheme, 1995.
- The Employee's Provident Funds and Miscellaneous Provisions Act, 1952.
- The Employees State Insurance Act, 1948.
- The Equal Remuneration Act, 1976.
- The Industrial Disputes Act, 1947.
- The Maternity Benefit Act, 1961.
- The Minimum Wages Act, 1948.
- The Payment of Bonus Act, 1965.
- The Payment of Gratuity Act, 1972.
- The Payment of Wages Act, 1936.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

- The Workmen's Compensation Act, 1923.
- The Employer's Liability Act, 1938.
- Building & other Constructions Workers (regulations of Employment & conditions of service Act, 1996).
- Building & other Construction Workers Cess Act, 1996.

2.10 BA (successful bidder) shall also be contractually bound for compliances on the aspects of HR issues and statutory compliances as per the details mentioned in Annexure VII-H.

2.11 TPNODL being a Tata Group Company is guided by the 6 Core Values which are listed below. The BAs/ associate agrees to read, clearly understand and ensure working such that the Tata Group Core values and quality policy of TPNODL are highlighted in their daily functioning with and for TPNODL.

2.12 Quality Policy of TPNODL- We will deliver error free services to our consumers by doing our jobs right, the first time and every time.

2.13 TPNODL reserves the right to terminate the contract without giving any further notice/ clarifications if any of the aspects as in 2.11 are found to be breached/ works found to be executed/not executed as per the above mentioned expectations of TPNODL.

2.14 The BA is bound to deploy appropriate and qualified manpower comprising engineers, supervisors, diploma holders, skilled, semi-skilled and unskilled staff in accordance with the requirements of the Electricity Rules, Safety laws and to meet the requirements of performance standards as mentioned in this contract.

2.15 Practice Yards will be established by TPNODL where all services/activities will be under the scope of BA. All the material related to practice yard will be supplied by TPNODL.

3. Safety:

Safety is a paramount objective at TPNODL. TPNODL's vision is to become Zero Incident company with Zero Tolerance on Safety objective. We have derived our TPNODL Safety Standards and Safety Management System process through Tata Safety & Health Standards. We encourage BA to confirm and undertakes to comply with all applicable Labour Laws / Model Standing Orders, CEA Regulations other statutory provisions, SOPs, Safety Policies including Road Safety Policy, TPNODL Safety Standards and guidelines of Contractor Safety Management System as applicable in discharging its functions and duties under these present and under specific Work Orders and fully observe applicable Safety rules and regulations. BA will be obliged to abide the relevant sections of The Contractor Safety Management of TPNODL which is part GCC attached as Annexure IX. BA shall provide exactly as specified Personal Protective Equipment (PPE) like Electrical Safety Shoes, Full body Safety Belts (Double Lanyard), Face Shield, Composite type or any other type Rubber hand gloves approved by TPNODL etc. to its each employees / workmen deployed at its own cost on individual basis. BA shall submit one set of all PPE to Safety



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Group as a control sample duly signed and counter signed by Safety group for future reference purpose before commencement of the work, any deviation in specification shall not be permitted. The approved specifications of PPE are attached in CSM document and shall also be displayed during pre-bid meeting It shall be also obligatory on BA to comply with all the statutory requirements related to Work-permit periodic testing of various tools and tackles, including lifting tools and testing kits etc. BA shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site. BA will hire only Cranes/ new generation hydras or any such lifting/transportation vehicles which are congruent to the standard requirements of Crane Checklist of TPNODL.

☐ BA shall deploy physically (medically) fit, trained and competent workforce at site after getting the formal procedure of temporary I-card prepared by security group subsequent to formal training by BA followed by training sessions by TPNODL officials and passing the competency test conducted after training. Medical fitness like Eye Check-up/ Blood Pressure/ Sugar and other all fitness should be done through reputed medical officer and test certificate should be submitted to divisional manager office annually.

☐ BA shall ensure adequate means of training, skill enhancement of workforce related to safety and proficiency in taking up HT/LT maintenance works. BA Shall ensure buffer stock of competent workforce in all case so as to meet the requirement in emergency. The BA can only commence work after the entire manpower to be deployed have been deemed sufficiently trained. No workman will be allowed to be deputed without conforming to the qualification, fitness and competency standards. In case the competent authority of TPNODL finds the BA workforce to be unqualified, unfit and incompetent, TPNODL reserves the right to terminate the contract. JSA should be filled by Technical person/ supervisor as mandate in prescribed format provided by TPNODL and made available at the time of inspection.

☐ After the award of contract BA shall insure against any damage or loss or injury which may occur to any property (TPNODL Property includes Transformers, RMU / HT Switchgears, Package Sub Stations, Capacitor panels, LT Switchgears, FP-SP, Poles, HT and LT Feeders etc.) or to any person or any animal or any employee or representative of any outside Agency/TPNODL engaged or not engaged for the work of TPNODL by or arising out the execution of the work or temporary work or in carrying out of this Agreement. Further BA shall at its own expenses make good any loss or damage to the third party or to TPNODL personnel and /or property arising out of any gross negligence of its employees / workman while performing its obligations under this Agreement and shall indemnify TPNODL of all such payments. All compensations due to injury / accident shall be paid by BA to his employee or victims as per the guidelines of CSM and BA is responsible for resolution of associated litigation for injury/ accident/ theft or any other thing not mentioned above:

☐ BA will also be liable for deduction of marks/ payment for violation of PTW norms, non-usage of PPEs and other non-compliances, as well as each fatal and Non-fatal accident involving humans in a Sub Division if the accidents are attributable solely or partly to the negligence of the BA or its workers. BA may refer the matrix of deductions as specified in the

CSM document. TPNODL reserves the right to change / alter the specific or complete clause of CSM document based on need and the revised CSM document shall be applicable from date of release. BA has to mandatorily follow each and every clause of CSM document. BA shall ensure no shifting of assigned AMC manpower to any other works such as project, street light etc .Any such shifting without the consent of EIC shall be appropriately penalized as per KPI matrix.

- ☐ If Any Cable damaged by AMC BA during their work execution, all Damages in terms of MU Loss/ Material/ services should be borne by Respective BA.
- ☐ BA will assist in jointing activity of underground cable.
- ☐ BA will arrange the respective certified jointers positioned at respective circles to attend the cable fault and it will paid as per actuals. BA should indicate the cost per joint for different sizes of cables above 150sqmm. **LT Cable jointing upto 150sqmm will be within the scope of AMC of the BA.**

Reporting of Near Miss Incidents/Aversion of Accidents & Provision of Incentives Occurrences in the HT and LT Distribution System comprising of various equipment, lines and feeders, which have led to accidents being averted & leading to near miss incidents to be reported to the Safety Group TPNODL. Reporting of such occurrences to TPNODL is mandatory for BA.

4. Contract Value:

TPNODL shall pay BA a fixed amount per month as mentioned in the final work order awarded plus applicable tax subject to TDS, TCS or any other statutory deduction as applicable.

Other than aforementioned fixed amount per month, BA is also entitled for the payment of jobs under the additional line items i.e. for Crane/Hydra/ Vehicles/additional manpower/ additional vehicles in excess of AMC. T&C on rates as per work order awarded based on actual quantities executed during the assessing month. Requirement of these items (as extra) shall be as approved by TPNODL EIC.

The terms of applicable tax, TDS, TCS and other statutory deductions as stated above will be applicable for these payments as well. These items shall be provisioned based on estimates while placing the orders, however shall be paid as per actuals.

However BA hereby binds itself that it shall submit the proof of deposit of such tax with the concerned department, to TPNODL along with their next month's bill. TPNODL shall have the right to hold/ freeze payment disbursements in case any of the statutory payments/ obligations required to be made by BA have not been done and documentary evidence is not submitted to TPNODL. There shall be no responsibility of TPNODL to pay any interest thereon

5. Performance Evaluation & Payments:

Payment of the monthly contract value depending on the marks awarded up to a maximum of 100% shall be made to BA every month within one month of submission of bills to Finance Department (Corporate Office) of TPNODL subject to fulfilment of statutory contractual obligations. BA shall raise bill(s) on monthly basis to TPNODL as per the performance based criteria. Performance report for a month is to be submitted by the BA latest by 15th of next month as mentioned in clause 1.3. The monthly AMC bills will be submitted along with Performance Report. Payment is to be made as per the % of marks awarded in the month lessened by amount deducted for deductions made on grounds of safety non-compliances or any other monetary deductions made. In case there is an accident in a Subdivision in a month which is pending enquiry and in the subsequent findings by the Accident Inquiry Committee, the BA is held responsible for the accident, TPNODL will deduct the penalty amount applicable as per provisions of KPI No 1 in line with the Contractor Safety Management System Guidelines, from the Bills submitted after the verdict of Accident Inquiry Committee is disclosed. The monthly bill will also include the amount for allied jobs executed in the month as per the provisions of the Order. The same shall be without prejudice to other legal rights and remedies available to TPNODL.

Performance evaluation will be carried out by Engineer-in-Charge and vetted by Divisional Manager and Circle Head and factored in for the release of payment as per the KPIs in Annexure VII-D. The findings/deductions effected by the Engineer-in-Charge and Divisional Manager are to be reported on a monthly basis to the respective Circle Heads and the office of the Head (Technical Services). Except for the adherence to planned maintenance schedule, all other parameters will be evaluated on a monthly basis. The parameter of Adherence to planned maintenance schedule will be evaluated on quarterly basis and in case of non-adherence marks will be deducted at the last month of the quarter as per Point 2 of KPI in Annexure VII-D.

LD shall be derived as per marks allocated against KPIs mentioned in Annexure VII including safety. However maximum allowable deduction for a particular Sub division in a particular month shall not exceed the total AMC charges payable by TPNODL to the BA for the corresponding Sub Division for that month. But in case the deductions include deductions on account of Fatal/ Non-Fatal accidents, and as per the calculations if such deductions exceed the monthly AMC charges for that Division, then deductions shall be done as per calculated amount only and will not be restricted to monthly AMC value for that Division.

Bills submitted with incomplete measurement criterion will not be accepted.

- ☐ 80% of the monthly payment shall be made immediately on submission of bills.
- ☐ Balance 20% shall be paid based upon certification and SLA compliance by the BA as per the provisions mentioned in this agreement

6. Effective Date & Validity

The contract shall be valid for a period of 3 years. However initially the orders shall be placed for a period of one year only. At the end of first year, performance review of the BA shall be done by respective EIC and based on their recommendations, the contract shall be renewed for a further next year as per the terms and conditions already agreed upon with the BA.

However, any amendment in the SLA as and when advised by OERC or other statutory authorities will have to be complied with by the BA and treated to be under scope of contract. After expiry of the validity period of this contract, it may be extended / renewed / replaced for such further period on such terms and conditions as may be mutually agreed to between TPNODL and BA. If no mutual agreement is reached between the parties before the expiry of this Agreement, the said contract shall automatically lapse after the expiry of stipulated period unless any communication to such effect for continuation of contract is given in writing by TPNODL to the BA.

BA shall keep TPNODL updated about recruitment of new personnel and the personnel leaving BA. For skill & competency enhancement/assessment, BA shall ensure adequate training. TPNODL reserves the right to assess the competency of the workforce as & when deemed fit. In case of any fraudulent transaction by ex-employee of the BA or in which the role of ex-personnel, employee of BA is reasonably suspected, TPNODL shall be at liberty to pursue action under relevant and applicable laws in addition to prosecution for Criminal Breach of Trust against BA and its personnel

7. Incentivization to BA

The BA shall inform to TPNODL in writing about the cases where illegal, fraudulent, dishonest abstraction of electrical energy is being done by resorting to illegal means (tampering of meter, bypassing of meter, use of external devices for tampering of meter, Direct Theft etc.) and unsafe situations found at the time of maintenance, site survey and regular patrolling of the area. This information shall be sent in writing by the BA to Chief (Operations Services) & Circle Head in a confidential manner specifying the mode of theft and address, location of premises concerned. Based upon the information received from BA and amount recovered on account of the same, suitable incentive/ recognition shall be shared with BA or its involved employee by TPNODL.

However BA shall ensure that no harassment of any kind is faced by the consumers due to the above activity being carried by BA. Any violation to the same shall lead to termination of the contract and all expenses towards the same shall be recovered from BA. Also the BA shall be disqualified and no future contracts/ orders of any kind shall be entered into with the BA.

ANNEXURE VII A

SCOPE OF WORK

Special Focus for year 2021-22

- **Tree Trimming/Vegetation Removal**

Vegetation Removal on the 11 kV/ LT Poles and DT structures & Pruning of trees/branches underneath the 11 kV/ LT lines with motorised saw to clear the arcing zone of the conductor has to be carried out by the BA. Aggressive one time tree trimming would be arranged by BA by providing two teams with dedicated vehicles in each section right in the beginning. The trees will be trimmed as per governing law / standards in such a way that the ROW remains clear for at least one year. The first two month's AMC bill would be cleared for payment only after certification of satisfactory vegetation clearing from all poles/ DT structures and tree pruning underneath all lines by the respective Section Heads/ Area-In-Charge.

PART - 1

Surveillance/On line Condition Monitoring of Equipment

The Business Associate should carry out regular surveillance in his operational area for timely detection of abnormal operating conditions of the equipment as per the checklist provided by TPNODL and report the findings to respective Area-in-Charge in structured format so that corrective/preventive actions can be initiated, implemented and monitored to prevent failures.

PART-2

Planned Maintenance and Other Repair Activities

(A) Rectification & Maintenance of LT O/H & U/G System

1. Repairing / Replacement of line Jumper / Shackle jumper.
2. Repairing / Replacement of Cable Jumpers.
3. Rectification of Conductor sagging: Dog, Raccoon, Squirrel or any other Conductor, G.I. Wire (Earth) & LT ABC ckts of various sizes.
4. Replacement of broken/ damaged LT pole (of all available sizes) including Zebra painting of the poles & painting of numbers on Poles without affecting normal maintenance of the Sub-Division.
5. Trimming of tree branches close to the feeders & vegetation removal as an ongoing activity throughout the tenure. Extensive Trimming of trees, separate teams are to be deployed for this activity in first two months. The first two month's AMC bill would be cleared for payment only after certification of satisfactory vegetation clearing from all poles/ DT structures and tree pruning underneath all lines by the respective Section Heads/ Area-In-Charge

6. Fixing/ refixing of spacers in between the lines. Installation of mid span pole for ensuring statutory clearance.
7. Repairing and replacement of snapped/depilated conductor
8. Removal of cable/ telephone wires/ Internet wire/Hoardings etc from poles
9. Repair/Rectification of Earthing and new earthing of old/ previously erected poles/ equipment's. In case the earthing that has been repaired or any existing earthing resistance values are found to be beyond the acceptable limits, or earthing is found absent, new earthing has to be provided by the BA. The scope includes only services. Material will be provided by TPNODL. The number of such new earthings will be restricted to 100 per Subdivision per annum. If in a Division allocated to one BA, it is observed that all the Sub Division does not need to cover 100 earthings in annum, the concerned Divisional Manager in consultation with Head Operations can instruct the BA to provide the remaining numbers of earthings in other Sub divisions of that Division. Further, in case the requirement is found to exceed 100 earthings cumulatively after meeting the requirements of all Sub Divisions of the Division, separate per unit rate of earthing would be worked out mutually with the BA to ensure all the earthing requirements are completed within the year. The relevant drawings of TPNODL shall be applicable for these jobs.
10. Making connector hooks and installation of Two lines, danger board, anti-climbing devices, earthing clamps.
11. Making of cable termination.
12. Repair the faulty LT cable of size 150 mm² & below. This includes digging, jointing & refilling work for repairing the faulty cable.
13. Drawing bare conductor / ABC/ for network extension, installing Pole Distribution boxes, Distribution/ Feeder Pillar boxes and earthing of Pole as well as accessories on Pole and the Distribution/ Feeder Pillar. The poles have to be numbered as per requirement.
14. Installation of extension brackets, cross-arms (straight Type/ V cross arm) for 11 kV and stringing of 11 kV lines on existing poles and structures for installing single phase transformers and installation of single phase transformers on poles along with earthing and associated structures for conversion of LT lines to HVDS system. The relevant drawings of TPNODL & material like single phase transformers etc shall be applicable for these jobs.
15. Erection of new HT/LT Poles as well as new mid span poles complete with stays. Cranes/Hydra, if required (as per prior approval TPNODL EIC), for erection of poles shall be paid extra, as per the rates mentioned in contract and has to be included in the monthly AMC bill. However, this shall be as per prior approval TPNODL EIC.
16. Installation of Dead end / Suspension clamps with clamping arrangements wherever clamping arrangement is not available, stays along with straightening of existing poles and installing Distribution boxes on existing LT Poles and earthing Of Pole as well as installation of accessories on Pole including Service cable dressing.

17. Assisting the Sub Divisional Team during anti pilferage drives and illegal hooking removal/ raids/.
18. Providing assistance to section team whenever required in certain commercial activities like installation, removal, disconnection, reconnection and replacement of meters.
19. Repair/ Replacement/ Installation of the LT protection equipment & fabrication of the frames and clamps for the various installations of the equipment /cables.
20. Repair/ Replacement/ Laying of the various types and sizes of the LT cables.
21. LT joint kit installation on the various sizes of cables (150sqmm & below).
22. Replacement and Installation of the cable cleats for various size of the cables of the LT network.
23. Protection Testing of the LT lines before charging like megger, hipot test etc.
24. Perform Load balancing activity for LT feeder.
25. Repair/Replacement of Kit Kat Fuse.
26. Erection of Poles in case of network strengthening, augmentation of DTs

(B) Rectification & Maintenance of HT O/H & U/G Systems

1. Repairing / Replacement of HT Jumper / Shackle Jumper.
2. Repairing / Replacement of HT Cable Jumper.
3. Replacement and Installation of the cable cleats for various size of the cables of the HT network.
4. Replacement/Straightening of Broken / Tilted LT and HT pole / Joist/ Rail Pole (of all sizes).
5. Repairing/Replacement of snapped/depilated conductor.
6. Replacement of Pin Insulator.
7. Replacement of disc Insulator.
8. Replacement and Installation of L.A.
9. Repairing of G.O. switch (11KV)
 - a. D.D. Fuse set.
 - b. G.O. Switch rod, contact & Blades.
 - c. G.O. Contact to D.D. fuse set.
 - d. D.D. Fuse to bushing.
 - e. Replacement of Jumpers

10. Replacement of cross-arms (Wooden Type/ V cross arm).
11. Repairing the broken guard wire & making Tilli (Guard) in it. Installation of mid span pole for ensuring statutory clearance.
12. Installation of missing V Cross – arms, guard wire & making Tilli (Guard) in it at critical locations.
13. Numbering of HT poles by paint as per requirement/DMS/Energy Audit requirement in new/existing poles/ equipment etc. Materials to be supplied by TPNODL.
14. Naming of incoming/ outgoing cables and sign writing.
15. Naming of 11kV Feeders & LT Feeders and sign writing on various equipment and poles.
16. Digging and refilling work of any nature required for proper maintenance for HT systems.
17. Trimming of tree branches close to the feeders & vegetation removal. Extensive Trimming of trees, separate teams are to be deployed for this activity in first two months. The first two month's AMC bill would be cleared for payment only after certification of satisfactory vegetation clearing from all poles/ DT structures and tree pruning underneath all lines by the respective Section Heads/ Area-In-Charge
18. Keep record of each maintenance work carried out and forward the same to the EIC, Divisional Manager and Head Operation on the next working day.
19. Replacement of faulty HT CT PT units.
20. Installation of Poly Pro sleeves / Bird Guard & other accessories to prevent tripping.
21. Fabrication of frames/ clamps of various sizes as per standard of TPNODL.
22. Protection Testing of the HT lines before charging like megger, hipot test etc.
23. 'Erection of Poles in case of network strengthening, augmentation of DTs

(C) No-Current Complaint

1. Repairing / replacement of Service line jumper.
2. Replacement of pillar fuse.
3. Repairing of main line L.T. jumper.
4. Replacement of busbar boxes, where the busbar boxes are totally burnt and temporary supply cannot be restored through the busbar box.
5. To assists TPNODL staff for attending leakage current complaint.
6. Repair and replacement of broken service line.
7. Repair of broken conductor.
8. To assists TPNODL staff for restoring supply temporarily.

9. To maintain system of fault analysis by codification of complaints registered & performance monitoring of attending complaints registered at service centers in the Sub division and at the TPNODL call center, the data of which is to be submitted to TPNODL.
10. Daily and weekly registration of complaints to be entered in FFA software & other software related to complaint monitoring. Daily & Monthly reporting of CA No. related to service line related complaints. Hard copies will also have to be submitted as per requirement.
11. BA will be responsible for receiving and forwarding the call center and walk-in complaints, maintaining the records in the stipulated registers and complaint folios in the computer application systems, track every complaint till closure and escalate the complaints attended or apprehended to be attended beyond PA norms. For this one person to be deputed in each section for tracking each complaint with the Section Offices. Lines men, BA teams, updating the status in the computer application systems and working closely with the Call Center to ensure closure and feedback to consumers.
12. Removal of Service Line with / without meter.
13. BA will have to receive material for execution of cases from Section
14. The underground connection shall be done through proper digging with proper depth and proper usage of sand and brick, as per TPNODL specifications shared with the tender.
15. Installation of wall corner clamp / pipes / angles / fasteners for quality installation shall be provided by TPNODL.
16. Removal of 1-phase/3-phase service cable (all sizes).
17. Laying/stringing of Overhead LT 1.1 kV XLPE insulated PVC sheathed AL conductor GI wire armoured cable of (all sizes) as per TPNODL specification.

(D) Sub-Station Maintenance

1. Augmentation of distribution transformer, Swapping of Distribution Transformers as well as proactive replacement of transformers with low IRs (other than faulty transformer attributable on part of BA negligence/ non-performance) will be carried out by the BA as per the scope outlined below. The scope of work is as follows: Activities includes – 'DT Replacement', 'Swapping of Transformers', 'Erection of Poles in case of network strengthening, augmentation of DTs

For replacement of transformers as stated above, the below provisions are to be considered:

- a) Transportation of the new/overhauled transformer from Sub divisional Office/Section Office or Storage Location to Site.
- b) Installation of new/ overhauled transformer.
- c) Transportation of old transformer to Sub divisional Office or Storage Location. In case mobile transformer has been installed, the same has to be returned to its actual location.

d) Transportation of the Transformer from the Sub-Division Office or Storage location to the Nearby Stores.

Cranes/Hydra/Vehicles, if required (as per prior approval TPNODL EIC), for these jobs shall be paid extra, as per the rates mentioned in contract and has to be included in the monthly AMC bill. However, this shall be as per prior approval TPNODL EIC.

For replacement of burnt transformer/ CT & PT Unit

(a) Transportation, Loading & Unloading of the burnt transformer/ CT & PT Unit from site to DT workshop/Store to be done by the BA which is also part of AMC contract without claiming any extra amount.

(b) Transportation, Loading & Unloading of the burnt transformer/ CT & PT Unit from DT workshop to scrap store be done by the BA which is also part of AMC contract without claiming any extra amount.

(c) Replacement of the burnt transformer/ CT & PT Unit from store/ DT workshop to Section site to be done by the BA which is also part of AMC contract without claiming any extra amount.

However, in case, the reasons for transformer burning/damage are not attributable to the BA, Cranes /Hydra/Vehicles, if required (as per prior approval TPNODL EIC), for these jobs shall be paid extra as per line item in BOQ. TPNODL EIC will be the deciding authority and decision of the EIC will be binding on the BA on this aspect.

For Swapping of Distribution transformer:

The transformers to be swapped are to be removed from their existing locations and installed at their respective intended locations. Installation of two or more transformers in swapping will be considered as a single activity. Cranes/Hydra/Vehicles, if required (as per prior approval TPNODL EIC), for these jobs shall be paid extra as per line item in BOQ.

2. Removal of unused transformer (as intimated by TPNODL EIC) to prevent theft of the same has to be done by BA. Transportation from Site to Sub-Division /site/store/workshop be done by the BA. Cranes/Hydra/Vehicles, if required (as per prior approval TPNODL EIC), for these jobs shall be paid extra as per line item in BOQ.

3. Digging and backfilling work of any nature

4. Connection of the transformers with incoming HT cables to HT bushings.

5. Connections of the transformers with outgoing LT cables.

6. Connections of transformers from LT bushing to the LT bus bar

7. Replacement of faulty meter cubicle.

8. Naming the panel as I/C & O/G as per DMS requirement

9. Half yearly BDV test of all the transformer oil and give report/feedback

10. Checking Neutral Current and Carrying out load balancing as and when required.

11. Silica gel and breather replacement
12. Dressing of LT/HT cable.
13. Topping up of Oil level in conservator
14. Identifying hot spots in terminations and connections and rectifying the same.
15. Megger test of transformer and recording the same on half yearly basis and/or as & when required.& conducting other periodic tests on the DT.
16. Installation of Earthing, Lightning arrester, GOAB switches, Jumpers, connectors insulators, wherever found missing/ damaged
17. Checking of oil level & attending to minor leakages of the transformer.
18. Earth resistance to be taken at all stations every six months.
19. Report on theft / misuse cases to be submitted every week
20. Report on the unbalance load of distribution transformer to be submitted every fortnight.
21. Housekeeping of all substations which confined to removing shrubs, removing of cob-webs dust removal, cleaning and de-weeding.
22. Locking of assets (Substations, Feeder Pillars and Service Pillars).
23. BA has to give in advance, the quarterly requirement of material for effective and efficient maintenance.
24. Report of non-operation of equipment to EIC and plan for replacement in consultation with EIC.
25. Painting of names on substations equipment as per requirement/ DMS after addition or removal of equipment.
26. BA has to carry out the pre and post monsoon survey of installations as per prescribed check list provided by TPNODL

(E) DT Indexing/Consumer Indexing:

1. DT/Consumer indexing shall be done to map all individual consumers to every distribution/feeders for a particular DT to be done by BA. Any consumer with unauthorised connection to be disconnected and intimated to the Division Office. A schematic drawing of each DT showing the DT, Feeders. Distribution lines and linking consumers on each pole to be provided in soft and hard copy.

(F) Maintenance of Feeder Pillar and Service Pillar:

1. Replacement of fuse carrier.
2. Repair/Replacement of kit-kat fuses.
3. Repairing and replacement of bus bar.
4. Dressing of I/C & O/G cable.
5. Attending leakage in feeder pillar or service pillar.
6. Tighten all I/C & O/G joints.
7. Repairing of Doors including welding, Supply of materials is in scope of TPNODL.
8. Painting of feeder pillars/service pillars. Number of Feeder Pillars/Service Pillars painted per Sub-Division will not exceed 100 Nos. / Sub division/ year.
9. Painting of Numbers & stencilling on Pillar.
10. Replacement of damaged feeder pillar/ service pillar (As an emergency repair, not more than 24 Nos./ Sub division in a year).
11. Routine maintenance of feeder pillars and maintaining a record of the same.
12. Maintaining a record of load & cable sizes on each feeder pillar in Industrial area.
13. Grounding of neutral inside the feeder pillar & making of proper earthing for each feeder pillar.

(G) Minor Civil Repair Work:

(The quantities mentioned are only for the purpose of estimation of the work carried out under minor civil repair works. The same does not form part of contractual obligation)

1. Minor repair (welding of damaged sheets/ angle/ channel) of doors & shutters of sub-stations. Repairs such as alignment, change of spring of shutters is not in the scope of BA.
2. Minor repair to 11 KV DT foundations/plinth (Minor repair implies Brick work up to 100 bricks per foundation/plinth, Cement plaster with neat cement up to 2.5 m², CC 1:1.5:3 up to 0.15 m³ per month per Sub-Division).

However, TPNODL will pay BA for use of crane for lifting of 11 KV DT for carrying out repairs to the foundation/plinth on actual as per finalized rates.

3. Plugging/ Sealing of cable openings at sub-stations. (Brick work up to 0.12 m³ & Cement plaster up to 2 m² per month per Sub-Division).
4. Minor modifications in LT boards in sub-stations.
5. Minor repair of Plinths of Feeder Pillar/ Service Pillar.
6. Minor repair (Filling of holes) of existing trench covers with CC 1:1.5: 3. Realigning the disturbed trench covers. Minor repair of trench involving brick work up to 0.25 m³ and

plastering of the same up to 5 m² per month per Sub-Division. Providing new covers is not in the scope of BA

7. Minor internal wiring repairs of Section offices only.
8. Substation roof: Cleaning of roofs and rain water drain pipes, removal of plants & saplings from the roof (once in a quarter). Filling of roof cracks with cement.
9. Minor repairs to gola/ parapet of sub-station buildings.
10. Minor welding work of IRC weld mesh fencing panel for plinth/ pole mounted sub-stations. [Quantity of the material used per month per Sub-Division shall not exceed - hinges up to 02 Nos; sliding door bolt - 01 No; IRC welding mesh - up to 5 m² or 25 kg, MS angle/Channel/Flat – 25 kg, MS Sheet (2mm thick X 5 m²) – 25 kg].
11. Minor welding work of locking arrangement at sub-station doors.
12. The cumulative amount of cement and bricks for all works above should not exceed 3000 kg and 12000 nos. respectively per Sub-Division per year.

PART 3

Quality Assurance

(A) Quality Control/ Assurance by TPNODL for Rectification & Maintenance of Under Ground LT/ H T Connection

1. To maintain minimum depth of Cable laying as given below : For LT Cables 1075 mm, For HT Cables 120 cm & For LT services cables 60 cm
2. Cable shall be covered with River sand & brick of class-II (Docketing).
3. Proper crimping machine for crimping of lugs and ferrules shall be used. Air gap should be prevented.
4. All the road restoration and other permission, co-ordinations with other Govt./private agencies shall be done by TPNODL.
5. Moisture test shall be done on cables before jointing.
6. All joints & terminations should be done as per the instruction manuals.

(B) Quality Control/ Assurance by TPNODL for Rectification & Maintenance of Over Head LT/ HT Connection

1. Jointing shall be done by compression sleeve joints.
2. Stirrups (Ghori) to be provided or used for connecting LT/HT jumpers (To avoid damage to main conductor). Connection to the stirrup will be through appropriate size connectors provided by TPNODL.
3. Sagging to be done as per the standard specification.

4. Spacer shall be used in LT network as per the standard specification.
5. Proper binding to be done on the LT/HT insulator (to avoid touching or likely to touch the metallic hardware fitting).
6. The O/H Cable should be well dressed and rightly, tightly and neatly connected.
7. Poles alignment should be checked & broken poles to be replaced immediately.
8. All the operations as live/ dead system / shutdown shall be done by TPNODL.
9. Provide Cradle wire under all HT & LT feeder.
10. Jumper at all strain locations will be with insulated cable.
11. All connections done by binding shall be replaced by bolted or compressed connections as per maintenance schedule.

(C) Quality Control/Assurance by TPNODL for Sub-Station Maintenance

1. To check the top and back end plate of all panels. All plate covers and doors should be in intact position. Mandatory reporting of discrepancies observed in equipment/substations to be done on fortnightly basis with pictures.
2. Periodically checking, cleaning of transformer, RMUs / Switches & VCBs.
3. Cleaning & tightening of bus-bar and other HT and cable Connection to keep it clean & healthy.
4. Cable termination box to be checked for any entrance of insects or lizard etc. (It should be closed.)
5. There should be no leakage of oil from the transformer body. LT/HT bushing level of oil should be checked regularly. Preventive action should be taken.
6. All the LT/ HT termination to be kept tight.
7. To ensure, reporting of non-availability of trench cover wherever required.
8. To replace the silica gel in the breather of all transformers wherever required.
9. To dress the LT/HT Cable inside the Sub-station Room.
10. To ensure availability of protection in all the ACBs/LT Fuse arrangement of the sub-station.
11. Installation of the HT & LT Tapes on the HT/LT networks.

ANNEXURE VII-B

FCC Count

Circle	Division	Section	FCC Urban	FCC Rural	FCC Total
Balasore	BED, Balasore	8	21	1	22
	BTED, Basta	6	0	32	32
	JED, Jaleswar	9	2	38	40
	CED, Balasore	11	2	49	51
	SED, Soro	13	3	45	48
Bhadrak	BNED, Bhadrak	15	7	50	57
	BSED, Bhadrak	8	1	52	53
Baripada	BPED, Baripada	17	20	57	77
	UED, Udala	5	1	34	35
	RED, Rairangpur	13	5	59	64
Jajpur Road	JRED, Jajpur Road	8	2	35	37
	JTED, Jajpur Town	9	4	37	41
	KUED, Kuakhia	11	0	59	59
Keonjhar	KED, Keonjhar	9	2	29	31
	JOED, Joda	8	11	17	28
	AED, Anandapur	9	3	33	36
Total		159	84	627	711

1. Business Associate (BA) shall confirm to undertake the full responsibility of the assigned works with sufficient manpower which includes 100% compliance of FFA (Field force automation)/Mobility as mandatory for all Sub divisions. The BA shall be responsible for attending/closing the complaints etc. through FFA /Mobility/Call Centre with all desired requirement. BA has to monitor daily compliance of all complaints and submit MIS in the morning or as & when required by SDO/DM/EIC & also resolve the complaints within PA guidelines. BA has to increase sufficient manpower at no extra cost to TPNODL as per requirement from time to time for ensuring 100% compliance of FFA/Mobility as and when required on the direction of SDO/DM/EIC. BA shall not refuse to increase the manpower in Sub-Division on the direction of SDO/DM/EIC for maintain complaints through FFA/Mobility. The manpower engaged in FFA/Mobility must have capability of reading FFA device & capable of receiving and sending complaints for closing through FFA device.

2. As this contract is on performance basis, it may not be assumed that this is the exact requirement (Table-1). Therefore, BA needs to provide extra manpower at no extra cost to TPNODL as per requirement from time to time as and when required on the direction of SDO/DM/EIC. BA shall not refuse to increase the number of manpower in Sub Division on the direction of SDO/ DM/ EIC.

3. To enhance multiskilling/ reliability improvement/ better network maintenance/ MTTR etc. BA has to make provision of necessary means for movement of its manpower from Sub Division/Section/Fuse Call Centre for carrying out Breakdown, Maintenance and No Current Complaint activities.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

4.Note:-In case of exigency/ Storm or any other natural calamity, etc. occurred, the BA shall arranged the manpower for rectification/ maintenance or any other work assigned by the SDO/ DM/ EIC for early restoration of supply.

ANNEXURE VII C

Service Level Agreement

1.In the event of any performance based measurement criteria not reported/ reported partially in the appropriate format, would lead to deduction of 100% marks specific to the criteria and no incentive (of any kind) would be paid.

2.TPNODL reserves the right to change/ add to the list of existing performance base measurements, at any point of time during the execution of the contract. This will be communicated in writing to the BA by Head (Distribution Operations Services) / personnel authorized by Head (Distribution Operations Services) on mutually agreed terms.

3.The performance system shall comprise measurement of BA's performance on the parameters listed below. The total marks for the performance will be 100 in a month.

(a) Safety aspects, Statutory Compliances & Asset Upkeep

1.All jobs shall be carried out after taking necessary 'Permit to work & following PTW & tagging system of TPNODL. Authorized Sub Division/Section staff shall issue corresponding PTW numbers to the BA as per the PTW guidelines of TPNODL.

2.List of PPEs as per the specifications mentioned in CSM to be allocated to all the BA personnel.

3.All statutory compliances as mentioned in GCC and applicable laws to be complied to.

4.Locking of assets (Substations, Feeder Pillars and Service Pillars).

5.Upkeep of assets (Substations, Feeder Pillars and Service Pillars to be free from Posters, loose hanging wires. Vegetation and Garbage removal from in and around Substations, Feeder Pillars and Service Pillars).

The measurement parameters along with sub measures and penalty are mentioned under KPI

(refer point 1 of KPI) and section 6 of Contractor Safety Management

(b) Timely Preventive Maintenance, Maintenance Quality, Supply & Usage of T&P

Following T & P must be available with BA for carrying out the jobs. At any given point of time regular replenishment is the responsibility of BA. The below mentioned list may be considered as requirement for each Division/Sub-Division/Section/FCC.

List of Testing Instruments

SL NO.	EQUIPMENT	QUANTITY
1	HI-POT	1 per Division
2	Oil BDV Tester set	2 per Division
3	Digital/ Motorized Insulation tester (Make: Megger) (500-5000V)	1 per FCC
4	Clamp On meters	1 Per FCC
5	Smart tools (Battery Operated – Bosch Cordless Impact Wrench GDS 18V- EC 250, 01 no.)	2 per Section
6	Set of flexible wires of suitable current rating and connector clips 16sqmm. CU cable, - 90 Mtrs.	1 per Subdivision
7	Digital/ Motorized Earth Insulation Tester (Make: Megger) with Suitable probes.	1 per Subdivision
8	Double Test Lamp	1 per lineman
9	Line Tester	1 per lineman
10	Multi-meter (digital)	1 per FCC
11	Neon Tester (up to 33kV)	1 per Section

Calibration to be done on a yearly basis and two copies of the calibration report to be submitted to the respective Sub Divisional Manager, Division Manager and Head Operation Services office.

Functionality of testing equipment to be checked in house on quarterly basis and the reports of the same to be submitted to the respective Sub Divisional Manager, Division Manager and Head Operation Services office along with bills.

List of tools

SL NO.	EQUIPMENTS/TOOLS	DESCRIPTION	QTY.REQUIRED
1	One FRP Ladder of suitable size		1 per lineman
2	Box spanner set	6 mm - 32 mm, Drop Forged Steel, Chrome Plated Finish	5 Per Section
3	Ring spanner set	Double Ended, 6mm-32 mm, Dropforged Steel, Chrome Plated Finish	1 per Lineman
4	Crimping Tools 25sqmm-300 sq. mm		1 per lineman
5	C Headed spanner set	Double Ended, 6mm-32 mm, Dropforged Steel, Chrome Plated Finish	1 per Lineman
6	Portable DG set (3kw)		1 per Division
7	Visor for helmet		1 per Lineman
8	Hammer	Cross/Ball Pen with wooden handle, 200gm/500gm/800gm 1 per Lineman	1 per Lineman
9	Tool box (Standard)		1 per lineman
10	Insulated Pliers	Combination pliers 150/160/170mm	1 per Lineman
11	Cable pulling winch, eye, socks, PVC rollers (4 no's) and trifors		1 set per Sub-Division
12	Adjustable Spanner set	6"-12", Drop Forged Steel, Chrome Plate Finish	1 per Lineman
13	Monkey Pliers		1 per Lineman
14	Heavy Base PVC Traffic Cone 750 mm and Barricading Tape	120 and 1.10/mtr	10 per Section
15	Knife	Minimum Length of Insulated Handle- 100mm with minimum 5mm guard on the side towards working head.	1 per Lineman
16	Crimping Tools	Manual / Hydraulic complete with die sets of all sizes of cables.	1 per Section
17	Nylon rope	140/kg	1 per lineman
18	clip Pliers		1 per Lineman
19	Motorised Bench Drill Machine		1 per Sub-division
20	Screw Driver set	6"-12", Transparent Insulated Greenhead, Non-sparking type with insulated blades.	1 per Lineman
21	Nose Pliers		1 per Lineman
22	Gas Cutter Gas should be of Industrial Grade		1 per Division
23	Welding machine	Proper Enclosure required with proper connection points. Should be as per TPNODL standard	1 per Subdivision
24	Chain Pulleys	Ropes of different sizes duly tested, polypropylene	1 per Subdivision

SL NO.	EQUIPMENTS/TOOLS	DESCRIPTION	QTY.REQUIRED
25	Tap kit with handles		1 per Section
26	Round File		1 per lineman
27	Hacksaw Adjustable Frame, 12"-14"		1 per Lineman
28	Tree pruner As per specification		1 per Section
29	Ratchet Set	11 mm – 32 mm with Extension Bar 12 mm & 250 mm, Universal Joint, Sliding THandle 300 mm, Speed Brace – 410 mm, Reversible ratchet - 265 mm. (One set should be available per division)	1 per Section
30	2300W 355 mm (14 inch) Heavy Duty Chop Saw with wheel included		1 per Sub-division
31	Jet Draw Vice Malleable		1 per Section
32	Hand Operated Oil Pump		1 per Section
33	Indian Spade (Fawra)		2 per Section
34	Bolt cutter		1 per Section
35	Pneumatic hammer *		1 per Circle
36	Manul pulley		1 per Section
37	Kamla clamp		1 per Section
38	Ganti		2 per Section
39	Vacuum Cleaner		1 per Subdivision
40	Level Bottles		1 per Subdivision
41	Hot Air Blower		1 per Subdivision
42	Discharge Rod		1 per Section
43	Brass Chain 6m long along with nylon rope		2 per Lineman
44	Crocodile Clamp with flexible copper 25sq.mm		2 per Lineman
45	L& Key set		1 per Section
46	Portable earthing		4 per section
47	First Aid Box		1 no. per Lineman

The above list of testing equipment's and tools are not exhaustive in nature. AMC service provider should be able to provide all those instruments and tools which may be needed to carry out any particular job in their scope of work.

BA shall provide a Suitable Room / Office for the manpower along with the upkeep of the Tools and Tackels as "Fuse Call Centre (FCC)", so that "No Power Supply" complaints can be addressed within Stipulated Timelines as per the SLA given below. The No. of FCC shall be equal to or more than the No. of FCC defined in the Annexure –VII (B).

Also, it will be mandatory on part of BA to provide one Motorcycle (along with the Conveyance and Maintenance charges) to each Skilled Manpower so that they can execute the works related to No Power Supply and Network Maintenance in the Field. Motor cycle should not be more than two year old and meet all statutory requirements.

BA shall finalize the Maintenance schedule along with EIC based on the schedule prepared by Maintenance Planning Group / Head Operation Services Group.

Please refer to penalty clause in case of any deviation (refer to point 2 of KPI)

(C) Adherence to Service Level Agreement

The SLA for each of the cause of power supply failure is as mentioned below:

Type of Service	Time Limit for rendering the service	Activity Time		Deduction for not rendering service in time
		City/Town	Rural	
Low voltage	In case of no expansion/up gradation of the network is involved, intimate to the consumer within 5 days about such reasons.	10 Days	12 Days	Rs.200/- in each case of default (Automatic)
	In case of upto 11 kV up gradation of the network is involved, intimate to the consumer within 5 days about such reasons.	60 Days	80 Days	Rs.500/- in each case of default (Automatic)
	In case of upto 33 kV upgradation of the network is involved, intimate to the consumer within 5 days about such reasons.	90 Days	120 Days	Rs.500/- in each case of default (Automatic)

	If it is beyond its control (i.e. due to transmission system), intimate to the consumer within 5 days about such reasons.	5 Days	5 Days	Rs.500/- in each case of default (Automatic)
Restoration of following Interruption/Failure of power supply	(a) Normal fuse off	4 Hrs.	16 Hrs	Rs.100/- in each case of default (Automatic)
	(b) Line Breakdowns	6 Hrs.	16 Hrs.	Rs.100/- in each case of default (to be claimed)
	(c) Major Line Breakdowns (due to heavy rain, lightning, whirlwind requiring replacement of conductor, structures)	16 Hrs.	24 Hrs.	
	(d) Distribution transformer failure:	12 Hrs.	24 Hrs.	Rs. 200/- to each affected consumer. (to be claimed)
Duration of scheduled shutdown exceeding 08 hrs./day	Interruption in power supply due to scheduled outages shall be notified at least 24 hrs. in advance. The supply shall be restored by 6.00 P.M. during summer and 5 P.M. during winter.	8 Hrs.	8 Hrs.	Rs.200/- to each affected consumer (to be claimed)
Disconnection and Reconnection of power Supply	Working hours of Receipt of Reconnection/ production of proof of payment.	3 Hrs	3 Hrs	Rs.100/- for each day of default (Automatic)

(D) VIP, P1, KCG(HT & EHT Consumers) Feeders Tripping

BA shall submit an action plan for ensuring Zero tripping on identified feeders (list of which shall be provided to successful BA) to TPNODL within 2 month of award of Contract. TPNODL shall analyze the action plan and based upon the feasibility shall execute the same.

However, any tripping on the 11KV HRB (High Revenue Base) & Industrial feeders on account of the reasons mentioned in Annexure VII-G shall lead to deduction in marks:-

For this clause, please refer to point 5 of KPI.

(E) Failure of Distribution Transformers

BA is entrusted with periodic maintenance of Distribution transformers including regular load monitoring and load balancing. BA will submit a report (soft copy) of the maintenance done on the DTs (100 KVA and above) to the Distribution Operation services (DOS Team), Divisional Manager and DT Workshop on the next day after carrying out maintenance.

BA shall be penalized if there is a transformer failure (of 100 KVA and above) in its area if it is attributable to the negligence/poor maintenance by BA. After every such failure, Divisional Manager and Head (DOS) will study the failure report of Sub Division and the investigation report of Transformer Workshop of TPNODL and will decide whether the failure is attributable to the BA. Generally Low oil level (except oil theft), Pink Silica Gel, Missing breather, Loose Connection, Overloading of the failed transformers will be considered as probable reasons attributable to BA.

For this refer to point 6 of KPI

SLA for Vehicles included in AMC

The conditions of SLA will be as following:

1. Vehicle should not be more than 1 year old & shouldn't have run more than 40,000KM as on date of deployment. It should be of commercial registration only, and same will be utilized up to 1,00,000 KM or 2 years continuously which would happen first and after that same would require to be changed with new one.
2. The Service Provide has to abide the Prevailing Motor Vehicle Rules of Odisha and its consequent notices if any issue by the Odisha Government.
3. The hiring charges will be inclusive of fuel cost, lubricants, spare parts, maintenance, salary of the drivers/staff, and payment of insurance/road/state taxes/permit/ Fitness certificate etc.
4. The vehicles provided by the service provider should have valid Registration Certificate, Full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, Road Tax, permitted and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for the operations of the vehicles, and must be revalidated before the expiry of the due date during the tenure of the contract period
5. In the event of any break-down, servicing and repairs of vehicles, the service provider at his own cost shall make alternate arrangement by providing

similar class of vehicle for which agreement is entered into. Failure to do so will evoke penalty clause.

6. The service provider shall ensure that the vehicles deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver. Adequate spares such as bulbs, belts, spare tyres etc. in good condition shall be kept in the vehicles at all times along with toolkit for use, Also, all vehicles should have an emergency medical kit and Fire Extinguisher.
7. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk, BA shall be responsible for all coordination / addressing the issues with local authorities . Also, alternate vehicle will be provided by Service provider without any extra charges
9. The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department. The service provider has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving, and driving vehicle without brakes/defective brakes.
10. Separate duty slip will be maintained for each vehicle, which will be signed by the authorized signatory of the user department. Before each vehicle is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during office hours and after completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the user department. On the basis of each vehicle's duty slip, the service provider shall prepare monthly bills enclosing therewith a consolidated statement of each vehicle's monthly running and original copies of duty slip.
11. The service provider has to ensure that vehicle should have sufficient space to carry all the necessary tools & testing equipment along with ladder carrier for attending all breakdown/maintenance complaints as per the prevailing Motor Vehicles Rules of Odisha.
12. The service provider to ensure that Vehicles running/assigned for particular location/job should not be assigned for other task Particular work.
13. Wages parts of assigned driver will be only taken care by services provider which should be in order as statutory guidelines and also provision of overtime for the hired drivers by the BA be ensured as per norms & conditions.
14. Log Book format shall be provided by Corporate Administration only. All columns (KM/Timings/Location/User) in log book, entries must be filled up after each trip and signature obtained from the user/authorized signatory on daily basis. Deviation will attract deduction of payment for the day.
15. The service provider shall provide at his own cost proper uniform and badges as per prevailing ODISHA MOTOR VEHICLES RULES (amended up

to date) and photo identity vehicles to the drivers. The service provider shall be responsible for the acts and deeds of drivers of the vehicles including following:

- a. The drivers/staff of the vehicles deployed for user department duties should be non- smoker, nor user of any tobacco, maintain polite & courteous behaviour towards users as well as to staff.
- b. Driver must possess a working mobile phone whose number should be given to user by service provider.
- c. Driver should have valid driving license.
- d. Driver should wear clean uniform every day.
- e. The driver should not be under influence of liquor or any other intoxicants or smoke while on duty. In the event of such happenings, the driver will have to be removed from services and any damages caused by such contractor's employees will be totally borne by the contractor.
- f. Any complaint from the users/staff of the user department with respect to their behaviour/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

Penalty Clause

The following incidents will be considered as major penalties and will attract immediate termination of the services for their non –compliance:

S No.	Major Incident
1.	No Valid Registration papers of the vehicles
2.	No Valid Comprehensive Insurance
3.	No Valid Pollution Under Control (PUC) Certificate
4.	Odometer Tampering and Odometer not working
5.	Tampering with Log Book

Other Penalties:

S. No	Service Level Agreement	Penalties for Non-Compliance
-------	-------------------------	------------------------------



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

1	Backup vehicle of same specification - To be provided within 30 minutes	In case of default the transporter must reimburse taxi charges claimed by the employee		
		1st Offence (in Rs.)	2nd Offence (in Rs.)	3rd Offence (in Rs.)
2	Fire Extinguisher missing	100/-	200/-	500/-
3	First Aid Box missing	100/-	200/-	500/-
4	Tool Kit missing	100/-	200/-	500/-
5	Mobile with Driver missing/not functioning	200/-	400/-	1000/-
6	Vehicle Missing without information	500/-	1000/-	Contract Termination
7	Driver without License	500/-	1000/-	Driver Termination
8	Vehicle without proper document	200/-	500/-	Driver Termination
9	Driver without Uniform	100/-	200/-	300/-
10	Vehicle delayed beyond 10 minutes an up to 30 minutes at 1st pick up	200/-	400/-	1000/-
11	Vehicle delayed beyond 30 minutes	Rs. 1500/- or user can hire another vehicle (taxi) and the Service provider must reimburse taxi charges claimed by the user on actual.		
12	Misbehavior with staff	1000/-	Driver Termination	
13	Exterior and interior, including seat covers, floor mattresses, dash board, windows not clean	100/-	200/-	500/-
14	Driver found under the influence of Alcohol or any other intoxication substance	500/-	Driver Terminated	
15	Driver smoke while driving	500/-	1000/-	Driver Termination
16	Driver engage in distracting conversation or loud music or take calls while driving	200/-	500/-	1000/-
17	Over speeding	200/-	500/-	1000/- Plus Driver Termination

ANNEXURE VII D

1. Safety Aspects, Statutory Compliances & Asset Upkeep:

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

(Weightage: 23 Marks for Statutory Compliance and Asset Upkeep, Deductions for Safety Violations are as per terms mentioned below. The measurement parameters along with sub measures and penalties thereof are explained in the table mentioned herein.

Statutory Compliances & Asset Upkeep : (Total weightage = 23 marks)

S.No	Measurement Parameters	Sub Measures	Applicable Penalty(Marks To Be Deducted)	Performance for the month of				
1	Statutory	Non-compliance of any or all as mentioned under GCC and applicable laws. Deduction of 6 marks and issue of warning letter for non-compliance for the first time.(Warning letter to be issued by Divisional Manager) Deduction of 10 marks and contract termination for non-compliance for the second time in a month (The contract termination letter to be issued by the office of Chief Operation Services)		Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
	Compliances	100% Compliance in a Month	0					
		Non Compliance for the 1st time in a month	6					
		Non Compliance for the second time in a same month	10					
		SUB TOTAL MARKS	16	-	0			16
2	Asset up-keep	Cleaning of s/stn & FP-SP including vegetation removal and cleaning of garbage, posters & loose hanging wires removal from s/stn, FP-SP, intimation of unauthorized occupation of s/stn to Sub-Divisional Manager. (Sub-Divisional Manager must communicate with the BA official through email, with a copy marked to DM & Head-DOS) Penalty will be applicable on BA if no corrective action is taken by BA within 72 hrs. of reporting by SDM. 1 mark for every single instance in a month & 7 marks for equal to 5 instances		Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA

	100% Compliance in a Month	0					7
	Non Compliance for the 1st time in a month	1					
	Non Compliance for the second time in a same month	2					
	Non Compliance for the third time in a same month	3					
	Non Compliance for the fourth time in a same month	4					
	Non Compliance for the fifth time in a same month	7					
	SUB TOTAL MARKS	7	-	0			7
TOTAL SCORE OUT OF 23 MARKS							23

The BA shall give the confirmation for having provided personal protective equipment (PPE) to all its personnel in the format mentioned below:

S. No.	Name of Employee	List of PPE
1	--	--
2	--	--
3	--	--

Any Safety violation like non-provision or usage of PPE, tools, etc. as per matrix given in clause 6 of CSM document or any fatal and nonfatal accident involving humans attributable to the BA will warrant deduction of payment, issuance of memo and/ or termination of



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Contract as per the conditions mentioned in the clause 6 of the Contractor Safety Management document.

2. Timely preventive maintenance, Maintenance Quality, Supply & Usage of T & P: (Total Weightage: 34 Marks) Any deviation from the planned schedule (except for unavoidable reasons like non-availability of shutdown) shall lead to a penalty as mentioned below:

Timely Preventive Maintenance, Maintenance Quality, Supply & Usage of T&P: (Total Weightage = 34)								
S.No	Measurement Parameters	Sub Measures	Applicable Penalty	Performance for the month of				
1	Planned Schedule Maintenance	Percentage maintenance carried out w.r.t target set per quarter. Any deviation from planned maintenance schedule (except for unavoidable reasons like non availability of shut down/material) shall lead to a penalty as mentioned below.	Marks that can be deducted based on % maintenance achieved	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		Between 100% to 98%	0					25
		Between 90% to 97%	5					
		Between 80% to 89%	10					
		Between 70% to 79%	20					
		Below 70 %	25					
		SUB TOTAL MARKS	25	-				25
2	QUALITY	Quality achieved as per the quality control sheet of maintenance report	Marks that can be deducted based on % maintenance achieved	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		Good	0					7
		Average	4					
		Poor	7					
		SUB TOTAL MARKS	7					
				-	0			7

3	Monthly Report/MIS/Performance Reports	Monthly MIS to be submitted by 10th of next month.	Marks to be deducted	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		Delay in Submission of either monthly MIS or performance report by 15 th of the next month or both	2					2
		SUB TOTAL MARKS	2					
				-	0			2
		TOTAL SCORE OUT OF 34 MARKS						34

The quality of the maintenance will be determined by EIC and DOS on the basis of quality sheets which would be provided to the successful BA. The deduction in marks for non-adherence to quality maintenance would lead to deduction of 7 marks for the month. In case the BA does not submit the monthly MIS by 10th of next month and Performance Report by 15th of the next month the BA will be liable to deduction of upto 2 marks

3. Adherence to Service Level Agreement (Total Weightage: 15 Marks): The marks will be awarded based on the following:

Adherence to Service Level Agreement: (Total Weightage = 15)								
S.No	Measurement Parameters	Sub Measures	Applicable Penalty	Performance for the month of				
				Certified by EIC, DM				
1	SLA as per TPNODL	No. of times when SLA was not adhered to and the matter was referred to OERC	Marks to be deducted	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		0 Compliant	0					15

	in a month referred to OERC					
	1 Compliant in a month referred to OERC	1 Mark & Amount Payable by DISCOM				
	2 Compliant in a month referred to OERC	2 Marks & Amount Payable by DISCOM				
	3 Compliant in a month referred to OERC	3 Marks & Amount Payable by DISCOM				
	4 Compliant in a month referred to OERC	4 Marks & Amount Payable by DISCOM				
	5 Compliant in a month referred to OERC	5 Marks & Amount Payable by DISCOM				
	6 Compliant in a month referred to OERC	9 Marks & Amount Payable by DISCOM				
	7 or more Complaints in a month referred to OERC	15 Marks & Amount Payable by DISCOM				
	TOTAL MARKS	15	-	0		15

Note: For non-adherence to SLA and matter referred to OERC and amount payable by DISCOM marks to be deducted. However matter not referred to OERC and due to any other reasons beyond the control of BA, penalty to be decided by EIC in consultation with Divisional Manager

4. Identified Feeder Tripping: (Total Weightage: 10 Marks): The marks shall be awarded & deducted on the basis of the following

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

For Industrial & HRB Feeder Tripping

HRB + Industrial Feeder Tripping: (Total Weight age = 10)								
S.No	Measurement Parameters	Sub Measures	Applicable Penalty	Performance for the month of				
				Certified by EIC, DM				
1	No. of times HRB + Industrial/ FFF* Feeder Tripped	No of Tripping at Grid Level in a month	Marks to be deducted	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		1 Tripping in a month	0					10
		2 Tripping in a month on the same feeder	2					
		3 Tripping in a month on the same feeder	4					
		4 Tripping in a month on the same feeder	6					
		More than 4 Tripping in a month on the same feeder	10					
		TOTAL MARKS	10	-	0			10

Preventive Actions by BA – BA to proactively report in writing to EIC instances of unauthorized construction in progress and working of external agencies around the laid down TPNODL network. In the event of NO prior information to EIC, tripping on account of the same shall be accounted as failure of BA to prevent tripping.

5. Transformer failure: The deductions will be as following:

Transformer Failure : (Total Weightage = 10)								
S.No	Measurement Parameters	Sub Measures	Applicable Penalty	Performance for the month of				
				Certified by EIC, DM & Circle Head				
1	DT failure	No. of DTs (100 KVA and Above) failed in a month attributable to BA	Marks to be deducted	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		1 DT failure attributable to BA	5					10
		More than 1 DT failure attributable to BA	10					
		TOTAL MARKS	10	-	0			10

Preventive Actions by BA: BA to proactively report in writing to EIC about overloading, theft/pilferage from transformer, oil leakages, damaged cable/ cable thimbles, faulty ACBs etc. so that the EIC can initiate proper corrective actions to rectify the same.

6.LT Pole cleaning Maintenance Schedule adherence and Street Light Functionality and Timely Switching "ON" & "OFF" (Total Weightage = 8 marks) : The deductions will be as following:

LT Pole cleaning Maintenance Schedule adherence and Street Light Timely Switching "ON" & "OFF" (Total Weightage = 8 marks)

S.No	Measurement Parameters	Sub Measures	Applicable Penalty	Performance for the month of				
1	Functionality	Percentage LT Pole cleaning Maintenance Schedule adherence (Subject to availability of material)	Marks scored by BA	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		98 % or more	0					6
		Between 95 % & 98 %	1					
		Between 95% & 90%	2					
		Less than 90%	3					
		SUB TOTAL MARKS	6	-	0			6
2	Timely switching "ON" & "OFF"	Nos. of instances when street light found "ON" after or before stipulated time.	1 mark for every single instance in a month upto a max of 3 marks.	Month	Deduction as per Sub-Divisional Manager (SDM)	Deduction as per Divisional Manager (DM)	Deduction as per Circle Head (CH)	Marks scored by BA
		One instance	0					2
		Two instances	1					
		More than Two instances	2					
		SUB TOTAL MARKS	2					
				-	0			2
		TOTAL SCORE OUT OF 8 MARKS						

Note: Street lights on during day time (beyond stipulated time) for the purpose of carrying out maintenance / inspections shall not be counted in the above. Non availability of material will not be BA responsibility.

Time Band for Switching ON / OFF Street Light			
Circles	Season	ON Time Band (Evening)	OFF time Band (Morning)
Urban	Summer (March to August)	6:30 PM to 7:30 PM	5:30 AM to 6:30 AM
	Winter (September to February)	5:15 PM to 06:15 PM	6:00 AM to 7:00 AM

Rural	Summer (March to August)	6:15 PM to 7:30 PM	5:30 AM to 6:45 AM
	Winter (September to February)	05:00 PM to 06:15 PM	6:00 AM to 7:15 AM

Performance Measurement Criteria: Payment of the AMC amount will be done as per the percentage of marks received in the month.

ANNEXURE VII-E

MIS Formats for Reporting of Monthly Performance: The following MIS shall be submitted by BA to EIC along with the bills. Based upon the MIS and verifications of the same by concerned EIC, Divisional Manager and Circle Heads monthly payments would be released to BA.

- 1) Usage of safety equipment, PTW compliance, Statutory Compliances and asset upkeep. [Based upon no. of non-compliance tickets issued].
- 2) Percentage of maintenance works carried w.r.t. targets. [Refer MIS Format]
- 3) Street light functionality and timely switching on & off. [Based upon no. of non-compliance tickets issued]
- 4) Service Level Agreements. [Refer MIS Format.]
- 5) HRB and Industrial feeders, tripping (Including FFF). [Refer MIS Format].
- 6) Safety Audit reports and Safety Performance Reports

In case of any contradiction between the clauses mentioned in this agreement and the ones mentioned in the latest amendments issued to the respective purchase orders, the terms and conditions as mentioned in the purchase order shall prevail.

Resource Deployment Division Wise **(Manpower and Vehicle Requirement)**

Circle	Division	Sub-division	Section	Section Type	FCC	Highly Skilled (Supervisor)	Skilled (L/M)	Unskilled (Helper)	C.C. C.	24 HRS Vehicle (Type 1)	12 HRS Vehicle (Type 2)	24 HRS Vehicle (Type 2)
Balasore	BED, Balasore	Supply No-I	NO-I	Urban	3	1	15	15	3	1	0	1
			Gopalgaon	Urban	3	1	15	15	3		0	1
			Chandipur	Urban	3	1	15	15	3		0	1
			Mathasahi	Urban	1	1	9	9	3		0	1
			Sunhat	Urban	3	1	15	15	3		0	1
		Supply	No-IV	Urban	3	1	15	15	3	1	0	1

	No-II	No-III	Urban	3	1	15	15	3		0	1
		Ganeswarpur	Urban	3	1	15	15	3		0	1
BTED, Basta	Basta	No. I Basta	Rural	4	1	13	13	2	1	1	0
		No. II Basta	Rural	5	1	15	15	2		1	0
		Rajghat	Rural	4	1	13	13	2		1	0
	Jamsuli	Baliapal	Rural	9	1	23	23	2	1	1	0
		Langaleswar	Rural	5	1	15	15	2		1	0
		Jamsuli	Rural	5	1	15	15	2		1	0
JED, Jaleswar	Jaleswar S/D	No.- I Jaleswar	Urban	4	1	18	18	3	1	0	1
		No. - II Jaleswar	Urban	6	1	24	24	3		0	1
		Nampo	Rural	3	1	11	11	2		1	0
		Hatigarh	Rural	8	1	21	21	2		1	0
	Bhograi S/D	Kamarda Section-I	Rural	4	1	13	13	2	1	1	0
		Kamarda section- II	Rural	3	1	11	11	2		1	0
		Dehurda	Rural	3	1	11	11	2		1	0
		Bhograi	Rural	4	1	13	13	2		1	0
		Chandanesw ar	Rural	5	1	15	15	2		1	0
CED, Balasore	RE-I	Remuna	Rural	4	1	13	13	2	1	1	0
		Durgadevi	Rural	6	1	17	17	2		1	0
		Rupsa	Rural	8	1	21	21	2		1	0
	RE-II	Odangi	Rural	4	1	13	13	2	1	1	0
		Sargaon	Rural	7	1	19	19	2		1	0
		Srijungi	Rural	6	1	17	17	2		1	0
		Fuladi	Rural	3	1	11	11	2		1	0
	Nilagiri	Nilagiri	Urban	3	1	15	15	3	1	0	1
		Sergarh	Urban	3	1	15	15	3		0	1
		Mitrapur	Rural	3	1	11	11	2		1	0
		Bhalkasuni/ Berhampur	Rural	4	1	13	13	2		1	0
SED, Soro	Soro	No. - I Soro	Urban	5	1	21	21	3	1	0	1
		No. II Soro	Urban	5	1	21	21	3		0	1
		Anantapur	Rural	3	1	11	11	2		1	0
	Bahanaga	Bahanaga	Rural	4	1	13	13	2	1	1	0
		Khantapada	Rural	2	1	9	9	2		1	0
		Gopalpur + Avana	Rural	4	1	13	13	2		1	0
	Markona	Markona	Rural	4	1	13	13	2	1	1	0
		Adabazar	Rural	3	1	11	11	2		1	0
		Balikhanda	Rural	3	1	11	11	2		1	0
	Khaira	Khaira	Rural	4	1	13	13	2	1	1	0
		Dungura	Rural	4	1	13	13	2		1	0
		Gandibed	Rural	3	1	11	11	2		1	0
		Oupada	Rural	4	1	13	13	2		1	0

Bhadra k	BNED, Bhadra k	No.I Bhadrak	No.I Bhadrak	Urban	1	1	9	9	3	1	0	1
			Bhadrak Tahasil	Urban	1	1	9	9	3		0	1
			No.II Bhadrak (Chandan Bazar)	Urban	1	1	9	9	3		0	1
			Charampa	Urban	1	1	9	9	3		0	1
		No.II Bhadrak	No.III Bhadrak	Rural	8	1	21	21	2	1	1	0
			Rahanja	Rural	4	1	13	13	2		1	0
			No.IV Bhadrak	Urban	3	1	15	15	3		0	1
		Basudevpu r	No.I Basudevpu	Rural	5	1	15	15	2	1	1	0
			No.II Basudevpu	Urban	4	1	18	18	3		0	1
			Eram	Rural	4	1	13	13	2		1	0
		Dhamra	Dhamra	Rural	4	1	13	13	2	1	1	0
			Bedeipur	Rural	5	1	15	15	2		1	0
	BSED, Bhadra k	Bhadrak Rural	Tihidi	Rural	2	1	9	9	2	1	1	0
			Jashipur	Rural	6	1	17	17	2		1	0
			Chandbali	Urban	8	1	25	25	3		0	1
		Dhamnaga r	Bonth	Rural	7	1	19	19	2	1	1	0
			Agarpara	Rural	8	1	21	21	2		1	0
			Dhamanagar	Urban	7	1	25	25	3	1	0	1
			Bhandaripok hari-I	Rural	12	1	25	25	2		1	0
			Bhandaripok hari-II	Rural	6	1	17	17	2	1	1	0
		Asurali S/D	Asurali	Rural	4	1	13	13	2		1	0
			Arnapala	Rural	6	1	17	17	2		1	0
			Betaligaon	Rural	3	1	11	11	2		1	0
Baripa da	BPED, Baripada	Baripada	No. I Baripada	Urban	1	1	9	9	3	1	0	1
			Bhanjapur	Urban	1	1	9	9	3		0	1
			No. II Baripada	Urban	1	1	9	9	3		0	1
		Rural S/D, Baripada	Chhancha	Urban	4	1	18	18	3	1	0	1
			No III (Shyamakhu nta)	Rural	9	1	23	23	2		1	0
			No-IV (Suliapada)	Rural	13	1	25	25	2		1	0
			Raghunathpu r	Urban	13	1	25	25	3		0	1
		Betnoti	Betnoti	Rural	1	1	7	7	2	1	1	0
			Baisinga	Rural	2	1	9	9	2		1	0
			Kochilakhun ta	Rural	1	1	7	7	2		1	0
		Kuliana	Kuliana	Rural	8	1	21	21	2	1	1	0
			Bangiriposi	Rural	6	1	17	17	2		1	0
			Jharpokharia	Rural	4	1	13	13	2		1	0

Jajpur Road	UED, Udala		Saraskana	Rural	2	1	9	9	2		1	0
		Moroda	Moroda	Rural	4	1	13	13	2	1	1	0
			Rasgobindapur	Rural	5	1	15	15	2		1	0
			Gaon Amarda	Rural	2	1	9	9	2		1	0
		Khunta	Khunta	Rural	8	1	21	21	2	1	1	0
			Badsahi	Rural	6	1	17	17	2		1	0
			Manitri	Rural	8	1	21	21	2		1	0
		Udala	Udala	Urban	5	1	21	21	3	1	0	1
			Kaptipada	Rural	8	1	21	21	2		1	0
	RED, Rairangpur	Rairangpur -I	Rairangpur	Urban	4	1	18	18	3	1	0	1
			Kantabani	Urban	1	1	9	9	3		0	1
			Bahalda	Rural	5	1	15	15	2		1	0
			Tiringi	Rural	3	1	11	11	2		1	0
		Rairangpur -II	Kusumi	Rural	6	1	17	17	2	1	1	0
			Bisoi	Rural	10	1	25	25	2		1	0
			Jamda	Rural	6	1	17	17	2		1	0
		Karanjia	No. I Sec, Karanjia	Rural	5	1	15	15	2	1	1	0
			No. II Sec, Karanjia	Rural	5	1	15	15	2		1	0
			Thakurmunda	Rural	6	1	17	17	2		1	0
		Joshiipur	Raruan	Rural	4	1	13	13	2	1	1	0
			Joshiipur	Rural	5	1	15	15	2		1	0
			Sukuruli	Rural	4	1	13	13	2		1	0
	JRED, Jajpur Road	Panikoili	Panikoli	Rural	7	1	19	19	2	1	1	0
			BT Road	Rural	5	1	15	15	2		1	0
		Jajpur Road	Korei	Rural	6	1	17	17	2	1	1	0
			JRD Section (Dala) + Sankhachila (Feeder)	Urban	3	1	15	15	3		0	1
			Chorda Chaka	Urban	1	1	9	9	3		0	1
			Danagadi	Rural	3	1	11	11	2		1	0
		Duburi	Duburi	Rural	6	1	17	17	2	1	1	0
			Sukinda	Rural	6	1	17	17	2		1	0
	JTED, Jajpur Town	No.I Jajpur Town	No.I Sec.Jajpur Town + No.III Sec.Jajpur Town	Urban	4	1	18	18	3	1	0	1
			No.II Sec.Jajpur Town	Rural	6	1	17	17	2		1	0
		Dasharathpur	Dasharathpur	Rural	7	1	19	19	2	1	1	0
			Mangalapur	Rural	5	1	15	15	2		1	0
			Ahiyas	Rural	3	1	11	11	2		1	0
		Binjharpur	Binjharpur	Rural	4	1	13	13	2	1	1	0

Keonjhar	KUED, Kuakhia		No. I									
			No. II Binjharpur	Rural	4	1	13	13	2		1	0
			Balamukuli	Rural	5	1	15	15	2		1	0
			Madhusudanpur	Rural	3	1	11	11	2		1	0
		Bari	No. I Sec, Bari	Rural	5	1	15	15	2	1	1	0
			No. II Bari	Rural	3	1	11	11	2		1	0
			Sujanpur	Rural	4	1	13	13	2		1	0
			Amathpur	Rural	5	1	15	15	2		1	0
		Dharamasala	Jaraka	Rural	4	1	13	13	2	1	1	0
			Kundapatna	Rural	4	1	13	13	2		1	0
			Neulpur	Rural	8	1	21	21	2		1	0
			Kabatabandha	Rural	7	1	19	19	2		1	0
		Kuakhia	Mathasahi	Rural	4	1	13	13	2	1	1	0
			Brahmabarada	Rural	4	1	13	13	2		1	0
			Kuakhia	Rural	11	1	25	25	2		1	0
	KED, Keonjhar	No. I Keonjhar	No. I Keonjhar	Urban	1	1	9	9	3	1	0	1
			No. II Keonjhar	Rural	2	1	9	9	2		1	0
			No. III Keonjhar	Urban	1	1	9	9	3		0	1
		No. II Keonjhar	Const. Sec. Keonjhar	Rural	5	1	15	15	2	1	1	0
			Telkoi	Rural	4	1	13	13	2		1	0
			Banspal	Rural	5	1	15	15	2		1	0
		Turumunga	Turmunga	Rural	5	1	15	15	2	1	1	0
			Saharpada	Rural	4	1	13	13	2		1	0
			Patna	Rural	4	1	13	13	2		1	0
		Joda	Joda	Urban	3	1	15	15	3	1	0	1
			Jurudi	Rural	3	1	11	11	2		1	0
			Champua	Urban	7	1	25	25	3	1	0	1
	JOED, Joda	Champua	Jhumpura	Urban	4	1	18	18	3		0	1
			Remuli	Urban	5	1	21	21	3		0	1
			No. I Barbil	Urban	2	1	12	12	3	1	0	1
		Barbil	No. II Barbil	Urban	2	1	12	12	3		0	1
			Bhadrasahi	Urban	2	1	12	12	3		0	1
		Anandapur	Ghashipura	Urban	4	1	18	18	3	1	0	1
			Anandapur	Urban	4	1	18	18	3		0	1
			Ramachandrapur	Rural	4	1	13	13	2		1	0
		AED, Anandapur	Kesdurapal	Rural	3	1	11	11	2	1	1	0
			Harichandanpur	Rural	4	1	13	13	2		1	0
			Ghatagaon	Rural	3	1	11	11	2		1	0
			Dhenkikut	Rural	5	1	15	15	2		1	0



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

	Bidyadhar pur	Bidyadhar pur	Rural	5	1	15	15	2	1	0
		Hatadihi	Rural	4	1	13	13	2	1	0
Grand Total				711	159	2367	2367	362	50	44

C.C.C. – Customer Complaints Coordinators

***Type 1 vehicle – Bolero / Seat capacity 7/8 person equivalent vehicle with provision of fixing Electrically insulated ladder on top**

****Type 2 vehicle -- Minitruck (Tata Ace or Mahindra BSVI) with back carriage portion covered with GI sheet, having seating arrangement on both sides and fixed Electrically insulated ladders on top**

Note: The above mentioned numbers for manpower and vehicle requirements are indicative. The B.A. may be required to arrange additional manpower as well as vehicles depending upon the job requirement, seasonality in order to meet the SLAs.

Apart from the aforementioned resource deployment one no. dedicated & qualified Safety Engineer is required per Division

Exclusive Safety Engineer must be engaged with following roles & responsibilities:

- Ensuring effective implementation of organization's Safety Policy, Procedures and Statutory requirements pertaining to Safety
- Monitor highrisk job safety on daily basis and keep a track of Permit to Work system, Job Safety Analysis and Tool box talk
- Identify and report unsafe situations and nearmiss at site with maintenance of division level accident statistics
- Reporting of monthly Safety Performance in prescribed format
- Organizing Safety Training and other motivational programs at division level
- Work under the guidance of Circle Safety Officer
- He must not be engaged in any other activity

Qualification & Experience Requirement:

- Must be Diploma/ Degree in Engineering/ Post Diploma in Industrial Safety from recognised institute
- Minimum 3 Yrs of Experience in the field of Safety
- Must qualify TPNODL qualifying test

ANNEXURE VII-F

Divisional Asset Base As On 31.12.2020

Circle	Division	CAPACITY WISE DISTRIBUTION TRANSFORMERS						
		10KVA	16KVA	25KVA	50KVA	63KVA	100KVA	150KVA
Balasore	BED, Balasore	211	627	436	1	107	388	3

	BTED, Basta	345	1290	1433	4	273	449	0
	JED, Jaleswar	288	905	1704	0	360	652	0
	CED, Balasore	399	2081	1453	5	529	606	13
	SED, Soro	661	1889	1357	3	485	694	3
Bhadrak	BNED, Bhadrak	651	3090	2106	0	878	623	28
	BSED, Bhadrak	517	1548	1332	9	493	389	7
Baripada	BPED, Baripada	25	2225	2098	1	451	433	2
	UED, Udala	2	1457	1312	1	247	181	1
	RED, Rairangpur	20	2565	1607	2	293	264	1
Jajpur Road	JRED, Jajpur Road	648	1981	1393	1	701	603	7
	JTED, Jajpur Town	263	1477	1036	0	464	418	0
	KUED, Kuakhia	228	1418	1292	3	534	548	7
Keonjhar	KED, Keonjhar	1095	1262	1612	0	546	257	12
	JOED, Joda	353	924	899	1	313	210	4
	AED, Anandapur	920	1309	841	4	383	251	1
Total		5706	24739	21070	31	6674	6715	88

Circle	Division	CAPACITY WISE DISTRIBUTION TRANSFORMERS							
		160 KVA	200 KVA	250 KVA	315 KVA	500 KVA	650 KVA	750 KVA	1000 KVA
Balasore	BED, Balasore	2	37	118	17	44	0	1	0
	BTED, Basta	0	0	2	1	0	0	0	0
	JED, Jaleswar	1	3	18	0	3	2	0	0
	CED, Balasore	2	9	31	2	13	2	2	0
	SED, Soro	0	16	15	2	6	0	0	0
Bhadrak	BNED, Bhadrak	0	23	62	10	23	2	0	1
	BSED, Bhadrak	0	5	5	2	2	1	0	2
Baripada	BPED, Baripada	0	20	74	3	19	0	0	0
	UED, Udala	0	4	6	0	0	0	0	0
	RED, Rairangpur	0	14	25	0	4	0	0	0
Jajpur Road	JRED, Jajpur Road	0	13	47	4	13	0	2	1
	JTED, Jajpur Town	3	2	21	1	11	0	0	0
	KUED, Kuakhia	1	7	14	0	3	0	0	0
Keonjhar	KED, Keonjhar	0	9	20	3	6	0	1	0
	JOED, Joda	0	11	31	5	9	0	0	0
	AED, Anandapur	0	6	9	2	3	0	0	0
Total		9	179	498	52	159	7	6	4

Circle	Division	Total DTR
Balasore	BED, Balasore	1992
	BTED, Basta	3797

	JED, Jaleswar	3936
	CED, Balasore	5147
	SED, Soro	5131
Bhadrak	BNED, Bhadrak	7497
	BSED, Bhadrak	4312
Baripada	BPED, Baripada	5351
	UED, Udala	3211
	RED, Rairangpur	4795
Jajpur Road	JRED, Jajpur Road	5414
	JTED, Jajpur Town	3696
	KUED, Kuakhia	4055
Keonjhar	KED, Keonjhar	4823
	JOED, Joda	2760
	AED, Anandapur	3729
Total		69646

Circle	Division	NO. OF 33/11K V S/S	33KV LINE LENGT H (IN KM)	NO. OF 11 KV FEEDER S	11KV LINE LENGT H (IN KM)	NO. OF DTR	LT LINE LENGTH WITH BARE CONDUCT OR (IN KM)	LT LINE LENGTH WITH AB CABLE (IN KM)
Balasore	BED, Balasore	8	70	25	436	1992	107	621
	BTED, Basta	8	119	28	1869	3797	1642	1953
	JED, Jaleswar	11	119	34	1626	3936	1144	1976
	CED, Balasore	15	194	44	2270	5147	2394	946
	SED, Soro	16	130	58	2640	5131	2259	2189
Bhadrak	BNED, Bhadrak	17	212	65	2483	7497	711	3746
	BSED, Bhadrak	16	149	45	2514	4312	1250	1997
Baripada	BPED, Baripada	23	285	85	3941	5351	1048	6669
	UED, Udala	11	180	44	2125	3211	174	4765
	RED, Rairangpur	16	330	54	4664	4795	2958	7525
Jajpur Road	JRED, Jajpur Road	16	201	34	1966	5414	1686	1724
	JTED, Jajpur Town	7	56	32	1580	3696	2111	1486
	KUED, Kuakhia	11	137	34	1610	4055	1274	1890
Keonjhar	KED, Keonjhar	15	213	51	3262	4823	2406	2685
	JOED, Joda	10	196	34	1660	2760	509	1974
	AED, Anandapur	15	198	53	2218	3729	543	1899

Total	215	2788	720	36865	69646	22215	44047
-------	-----	------	-----	-------	-------	-------	-------

Note: Any addition/alteration in the network will be under the scope of BA viz. Maintenance, augmentation, removal, replacement of any additional asset that gets added into the above mentioned asset base before, during or after the tender award will also come under the scope/responsibility of the B.A.

Annexure VIII
Inspection Test Plan

NA

CONFIDENTIAL

Annexure IX

General Conditions of Contract

ATTACHED AS ANNEXURE TO THIS DOCUMENT

Annexure IX

TPNODL	TP NORTHERN ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
Doc. Title	GENERAL CONDITIONS OF CONTRACT FOR SERVICES ORDERS	
Rev. No	0	Page 102 of 214



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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

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.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL, 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, BAs, Associates etc. by initiating immediate corrective actions.
2. Ensure proper communication of the ethics policies and guidelines through prominent displays at all offices of TPNODL 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 TPNODL website www.tpnorthernodisha.com

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.

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 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)

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 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 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,



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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.

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

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 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.

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 Technical Evaluation

TPNODL reserves the right to assign scores to different parameters including but not limited to the following while evaluating the bids. TPNODL 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 TPNODL	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. 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: ZERO MARKS	20 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 TPNODL Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
B	Bidders new to TPNODL	100
B.1.	Visits Client Site Visit where the bidder is providing similar services. The visits as above shall be arranged by the bidder. However, all costs towards conveyance, lodging, boarding etc. shall be borne by TPNODL. The score assigned by TPNODL based on the above visits shall be final and binding on the bidder (BA Evaluation form attached as annex L). Safety Score achieved against BA Safety Management System Questionnaire	30 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: ▪ 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	20



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

S. No.	Evaluation Parameter	Max. Score
	Not blacklisted by any reputed organization/utility in last 2 years: 20 marks else 'Zero' marks	

- 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 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 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

- 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 Balasore.

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 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 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

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.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 Bill Inward Receipt Desk (BIRD)/ Office of the Divisional Manager / Invoice Desk / Office of CFO, TPNODL located at TPNODL Corporate Office, Januganj, District Balasore, Odisha, India – 756019.

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 Cheque or RTGS 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 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 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) 3% 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 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 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 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

TPNODL 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

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
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.
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

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.

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 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 BA 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 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 any sub-contract/outsourcing during the period of this AMC.

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 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 afore mentioned, 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.

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.

"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 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 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 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.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

- 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 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. 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 Balasore. 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 Balasore 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.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 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.tpnorthernodisha.com to provide your feedback according to the guidelines mentioned below:

30.0 CONTACT POINTS



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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.tpnorthernodisha.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.	Undertaking for competence of workmen	G
9.	Business Associate Feedback Form	H
10.	Acceptance Form For Participation In Reverse Auction Event	I
11.	Form for RTGS Payment	J
12.	Contractor Safety Management System	K
13.	BA Appraisal Form	L

ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Northern Odisha Distribution Limited

Balasore



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 Northern Odisha Distribution 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 up to 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 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)



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 Northern Odisha Distribution Limited

Balasore

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 BA") 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 BA" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for **3%** 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 BA" 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 BA" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and "the BA" 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 BA", 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 BA" 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 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 BA'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 BA" 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 up to and including _____ (Date) and shall be extended from time to time for such period or period as may be desired by "the BA".
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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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)



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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)



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

ANNEXURE-E

**PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS
CERTIFICATE**

To be printed on the letterhead

To,

TP Northern Odisha Distribution 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

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.

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.

- 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 / encashing 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 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).
- 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 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 :

B. Details of Work

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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)**



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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:



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

Form XI

Undertaking

With reference to the contract job awarded by M/s TP Northern 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, Balasore Labour Fund
 - iii. All other statutory obligationhas 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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 _____ ha
s 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 –

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

Signature of contractor

Place _____

Date _____

CONFIDENTIAL



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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

(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						



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
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/ 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 (under development)						
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						

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	Division / Sub-Divisions						
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						



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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, altitudes 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!!



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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:

26. 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).*
27. 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.
28. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPNODL, bid process, bid technology, bid documentation and bid details.
29. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
30. 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.
31. 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.
32. 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.
33. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
34. 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.
35. The prices submitted by a bidder during the auction event shall be binding on the bidder.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

36. No requests for time extension of the auction event shall be considered by TPNODL.
37. 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,
Drawing & Disbursing Officer
TP Northern Odisha Distribution Limited
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: -

BA 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)



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 :

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)

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, TPNODL 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 BA 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 BA 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 BA 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. – *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.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPNODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the Safety Department of TPNODL 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 TPNODL. After getting the clearance from DOSEC, BA cell and receiving temporary I-card issued by TPNODL, Business Associate shall commence the working.

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPNODL. ***BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPNODL 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.*** TPNODL 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 TPNODL. 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 TPNODL. 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 TPNODL 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 TPNODL 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 TPNODL.
- 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 TPNODL as mentioned in TPNODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPNODL
- 5.5.7 Working in close coordination Safety Group of TPNODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and Safety Group of TPNODL 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

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 TPNODL (or Agency hired by TPNODL), 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 TPNODL, are not deployed at TPNODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPNODL 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 TPNODL)*

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 TPNODL 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 Section 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 Sub-Division. 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 Sub-Division 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 TPNODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPNODL 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 TPNODL 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 TPNODL.

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 TPNODL 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 TPNODL 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 Sub-Division
- 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 TPNODL.
- 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 TPNODL 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 TPNODL 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.

TPNODL encourages the reportage of the safety violation during the contract work by BA. Any TPNODL 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 TPNODL 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 <u>MAJOR</u> 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 then 48 Hrs)	F	G	G	H	
3	Major injury (Bone injury or burn or Hospitalization more then 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

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 <u>MINOR</u> 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 then 48 Hrs)	L	M	M	N	
3	Major injury (Bone injury or burn or Hospitalization more then 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						

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

(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 TPNODL. 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 TPNODL 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 TPNODL. 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

TPNODL	TP Northern 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 -

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		1			

Certification				
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. - 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	1			

Certification				
Note 3.				
- 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>				
- 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 TPNODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPNODL 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.	NO Mark (Negative mark FIVE for each case)			

Certification				
- In case of yes please refer Note 4.				
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 BA 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 BA may submit the same in the Safety Action Plan.

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

4: The BA 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 BA 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.

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
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
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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Road Safety	Road Accidents	3	1. Mandatory compliance of TPNODL Road Safety policy
<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.
- 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 TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPNODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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.



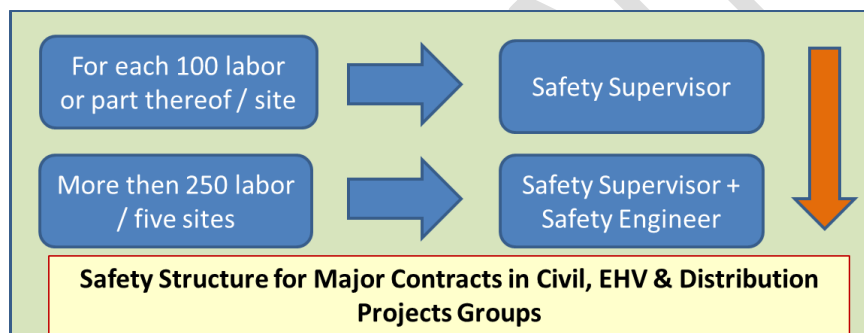
Annexure 3.2 (Refer Para 4.0)

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.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPNODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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.



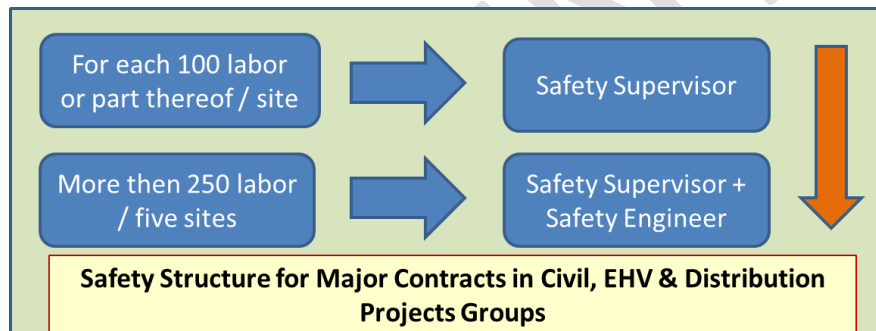
Annexure 3.3 (Refer Para 4.0)

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 TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPNODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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 TPNODL 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 TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPNODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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 TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPNODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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 TPNODL Safety Manual for details.



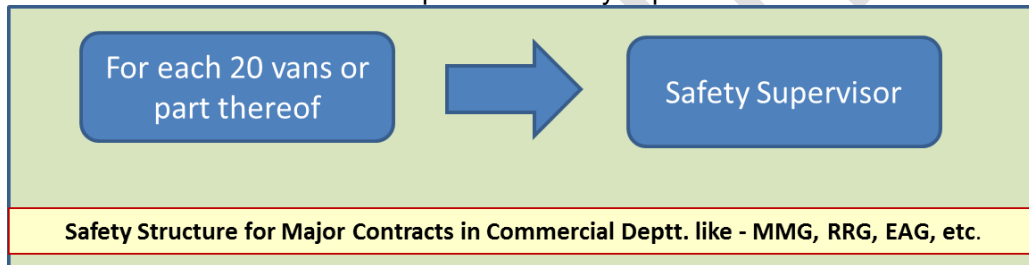
Annexure 3.6 (Refer Para 4.0)

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 TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPNODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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 TPNODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPNODL.
- 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 TPNODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPNODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPNODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPNODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPNODL.
- 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.





NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL 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 representatives.
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 Northern Odisha Distribution Limited (TPNODL) so as enable TPNODL 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 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 TPNODL specifically. , failing which TPNODL 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.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL .
8. That the Contractor shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPNODL during the contract period.
9. That in case the Contractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold TPNODL / 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 TPNODL or to which TPNODL might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by TPNODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

Verified at Balasore 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.

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)

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 Sub-Division Creation

Session: 1

Topic: Electrical Safety Aspects

Sub Topics:

1. Learning specifics of HT & LT Network of Sub-Division
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 TPNODL
 - Identification of Risks associated with the maintenance work and planning for controlling measures by TPNODL supervisor
 - Creation of safety Sub-Division by TPNODL 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 Sub-Divisions
- 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

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

- 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
- Concept of “**Safety Sub-Division**”
- 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 Sub-Division 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 TPNODL 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 TPNODL.

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 Double Lanyard)	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 TPNODL 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 TPNODL.
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. TPNODL 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 with Double Lanyard) 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 TPNODL standard	 
08	Reflective jacket to each workman	As per TPNODL 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 (Applicable for the BA involved in major construction works and have storage of flammable material at worksite)		Monthly	F09 (COR P -12)
Safety Talk Register		Weekly	F18 (COR P -12)
Site Safety Audit		Daily	F29A (COR P -12)

Note:

- (BA Safety Representative has to use the formats as per Safety process COR – P – 12 of TPNODL)



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPNODL.	
	Rs.	Rs.		

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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:

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 TPNODL 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

Signature of JE /SDO

Name, E. No. and Date

Name, E. No. Date.



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

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 TPNODL may revise the format as and when deemed required.

ANNEXURE-L

BA APPRAISAL FORM

TO BE SUBMITTED BY BA (To be filled as applicable)			
BA:			
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 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 BA'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	:
	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-BA 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	
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	



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

	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.

ANNEXURE X

SAFETY POLICY AND SAFETY TERMS AND CONDITIONS

Definitions

Order Manager: Order Manager is the TPNODL representative, who has the ownership of the given job under the signed contract.

Service Provider/Contractor/BA: An individual or an organization that provides services to TPNODL under a signed contract.

Site Safety Management Plan: It is the safety plan agreed between Contractor / Service provider and TPNODL. It will contain the entire job specific safety requirement and will be signed by the service provider.

High Risk Job: Any job which has significant health and safety risk associated to it. The list of high risk jobs has been identified at TPNODL level.

Emergency: A serious, unexpected, business discontinuity and often dangerous situation resulting into loss of revenue / property and requiring immediate action.

1. Safety Policy



HEALTH AND SAFETY POLICY

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

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

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

Date: 01st April 2021

(Bhaskar Sarkar)
Chief Executive Officer

Lighting up Lives!



2. Safety Organization & Responsibilities

2.1 Contractor Site Management and Supervision

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

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

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

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

2.2 Contractor Supervisors and General Staff

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

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

2.3 Contractor Workforce

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

Every member of the workforce is expected to report for work without influence of any Drug/Alcohol. All employees are expected to report any hazardous conditions practices and behaviors in their work areas and correct where ever possible. Workforce is responsible for



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

active participation in safety and health programs, suggestion systems, trainings and in immediate reporting of all injuries, any unsafe practices, conditions or incidents to their supervisors.

2.4 BA/Contractor

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

3. Site Safety Rules and Procedures

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

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

3.1 Lock Out and Tag Out Procedure

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

3.2 Excavation Safety (Shoring and Sloping) Procedure

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

3.3 Confined Space Entry Procedure

This procedure outlines the steps required to perform the confined space entry and to protect personnel from the hazards of entering and conducting operations in confined spaces. For complete procedure kindly refer Procedure Document No – TPSMS/CSP/CSE/003 REV 01 available on official website of Tata Power (www.tatapower.com)

3.4 Working at Height Procedure

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

This procedure is developed to cover the safe practices required for Working at Heights. This procedure is developed to establish mandatory requirements for practices to protect personnel from hazards associated in this area. For complete procedure kindly refer

Procedure Document No –TPSMS/CSP/WAH/004 REV 01 available on official website of Tata Power (www.tatapower.com)

3.5 Heavy Equipment Movement Safety Procedure

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

3.6 Mobile Crane Safety Procedure

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

3.7 Scaffold Safety Procedure

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

3.8 Electrical Safety Procedure

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

3.9 Job Safety Analysis (JSA) Procedure

This objective of this procedure is to have a task based risk assessment process in place that identifies, evaluates and controls the risks associated with work activities, and as a result, prevents those involved in the task or those potentially affected by the task, from being harmed. For complete procedure kindly refer Procedure Document No-TPSMS/CSP/JSA/009 REV 01 available on official website of Tata Power (www.tatapower.com)

3.10 Fire Safety Management Procedure

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

TPSMS/CSP/FSM/011 REV 01 Available at Tata Power website of Tata Power (www.tatapower.com)

3.11 Permit To Work Procedure

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

3.12 Lift (Elevator) Safety Procedure

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

3.13 Working on conveyor belt Procedure

This procedure is developed to cover the safe practices required for Working on live equipment and to protect personnel from hazards associated with it. For complete procedure kindly refer Procedure Document No – TPSMS/GSP/CONV/002 REV 01 available on official website of Tata Power (www.tatapower.com)

3.14 Handling Hazardous Materials Procedure

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

3.15 Material Handling and Storage Procedure

The purpose of this document is to provide procedures to assist the safe handling of materials (manual handling and mechanical handling). For complete procedure kindly refer Procedure Document No – TPSMS/GSP/MATL/004 REV 01 available on official website of Tata Power (www.tatapower.com)

3.16 Contractor Safety Management Procedure

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

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

4. Training and Capability Building

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



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

4.1 Tata Power Site Safety Orientation

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

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

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

4.2 Capability Building

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

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

An evaluation test will be conducted after the completion of the training. Those workmen employee who meet the minimum required competency will be provided with Gold Card which is valid for 3 years, post which the workmen has to reappear for the assessment. If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3 month timeframe failing which he/she will not be allowed to work on high risk jobs.

5. Pre-Employment and Periodic Medical check up

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

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

6. Safety Performance Evaluation and Penalties

A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice based on "Safety Performance score" attached in CSM-F-3 of CSM procedure. The amount is based on following table

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

- Safety performance Score will be monitored by the Order Manager every month.
- For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.
- In case of job stoppage due to safety violations/ unsafe observations at the site, no time extension shall be given to the contractor, if such delays are attributable to contractor.
- In case of fatality, limb loss or loss of property, BA has to pay for liability, legal, statutory and additional mutually agreed settlement charges imposed by the appointed committee. This charge is over and above the retention amount.
- The committee will finalize an amount between 5 -50 lakhs based on factors such as advise by statutory authorities, contract value and impact of accident etc.
- Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score is 100%.
- During the progress of the work, concerned Supervisor/Engineer will visit and inspect the work site regularly and evaluate the safety performance of the contractor based on matrix attached herewith.
- Order Manager, divisional chief and SBU head have the authority to terminate the contract in case of three consecutive serious violations.

7. Safety Performance Evaluation - CSM-F-3

S. No.	Lead Indicators	Unit Of measurement	Target	Weightage
1	% of Employee certified in TPSDI/Authorized agency	%	50	10
2	CFSA score (Annexure 6.1)	Average Severity of Violations	1.49	20
3	Monthly inspection completed for Critical Equipment's, lifting Tools & Tackles and hand tools used at site	%	80	5
4	Condition of tools, tackles and equipment's	%	100	15

	Lag Indicators			
1	Number of Fatalities	No.	0	30
2	Number of Lost work day case (LWDC)	No.	0	10
3	Man-days Lost	No.	0	10

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

Sr. No.	Description of Violation	Severity	Penalty
1	Working without Permit	5	5000/-
2	Untrained staff/worker on high risk jobs	5	5000/-
3	Unhygenic/Bad Condition of PPEs	2	250/-
4	Not Following Tata Power Procedure & Standard	4	2000/-
5	Unsafe Act/Condition of Severity 4	4	2000/-
6	Unsafe Act/Condition of Severity 5	5	5000/-
7	No Earthing of Electrical Equipment	5	5000/-
8	Damaged Welding Cable	5	5000/-
9	Violation of Positive Isolation Procedure (LOTO not followed)	5	5000/-
10	ELCB of more than 30mA/ELCB not Working	5	5000/-
11	On/Off Switch of welding machine not working	5	5000/-
12	Electric Cable tied with metal wire	5	5000/-
13	Leakage found DA hose/cylinder	5	5000/-
14	Use of LPG	5	5000/-
15	Use of Three-Wheeler at work site	5	5000/-
16	Starting the job without tool box talk	5	5000/-
17	Splatter falling on DA hose/Gas-line/pathways/Equipments	5	5000/-
18	No Safety Latch in Crane Hook	5	5000/-
19	Load raised or swung over people or occupied areas of buildings	5	5000/-
20	Persons standing in swing area of construction equipment	5	5000/-
21	Using Damaged Slings	5	5000/-
22	Unstable scaffolding/non standard scaffolding in use	5	5000/-
23	Handrails and Mid-rails are missing	5	5000/-
24	Safety Harness not anchored with lifeline/fixed structure	5	5000/-
25	Fall arrestor not provided/not being used	5	5000/-
26	Double lifeline not used for working at height	5	5000/-
27	No rubber mat in DB Room	4	2000/-
28	Water found accumulated in DB room/near welding machine	4	2000/-
29	Inserting electric cable into socket without using plug	4	2000/-
30	Use of damaged electric cable/two core cables	4	2000/-

31	Inflammable material found in DB room/welding area	4	2000/-
32	Loose material falling into excavated pit	4	2000/-
33	Water logging in excavated pit	4	2000/-
34	No/inadequate barricading	4	2000/-
35	Undercut/Cave-in found on sides of excavated pits	4	2000/-

Sr. No.	Description of Violation	Severity	Penalty
36	Grinding Wheel/Coupling/Pilling Winch/ other rotating parts without guards	4	2000/-
37	The HMTV/Mobile Crane Operator does not have a valid HMTV driving license	4	2000/-
38	The loading area is not levelled properly	4	2000/-
39	Ladder not anchored at top	4	2000/-
40	Opening found in working platform of scaffolding/floor	4	2000/-
41	Inadequate illumination at the working area	4	2000/-
42	Loose material lying on gantry,platform	4	2000/-
43	Cleaning body with compressed air	3	500/-
44	Using Gas cylinders without cap	3	500/-
45	Gas cylinders stored without securing	3	500/-
46	Bringing inside any other chemicals apart from the ones approved by the safety department	3	500/-
47	Using drum for sitting or accessing height	3	500/-
48	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/eye wash etc.	3	500/-
49	No provision of safety net where falling of material or tools may occur	3	500/-
50	Taking electrical supply from non designated outlet(other than socket)	3	500/-
51	Restricted gangways due to unwanted materials	3	500/-
52	Not reporting incident	3	500/-
53	Entering into restricted area like switch yard/hazardous material storage etc.	3	500/-
54	Working without supervision	3	500/-
55	Parking of vehicle without applying wheel choke at right front-front and left rear-rear wheels other than passenger cars	3	500/-
56	Vehicle without helper or co driver	3	500/-
57	Not wearing fluorescent safety jacket at site	3	500/-
58	People travelling in load body of the vehicle	3	500/-
59	Parking of vehicle in non designated areas	3	500/-
60	Shifting heavy materials without guide ropes	3	500/-
61	Using other than 24V lamp inside the confined space/Using other than 24V	3	500/-

	lamps		
62	Angular/starch loading/lifting with crane or hoist	3	500/-
63	By passing the limit switch/safety interlock	3	500/-
64	Housekeeping activities on road without proper barricading	3	500/-
65	Trying to board or alight from moving vehicle	3	500/-
66	Valves of gas cylinders not closed when not in use	3	500/-
67	Flash back arrestor not used	3	500/-
68	Trolley wheel found damaged	3	500/-
69	Guy ropes of required length on both sides of object are not used during movement with load	3	500/-
70	Scotch block/wedge not provided when vehicle is parked	3	500/-
71	Suitable trolley not provided to hold the cylinders	3	500/-
72	Locked first aid box	3	500/-
73	Caution boards/danger signs(luminiscent/red) along with emergency contact number is not found displayed	3	500/-
74	Person found jumping barricading tape	3	500/-
75	Stacking of pipes,pile casing , drums without chock blocks/wedges	3	500/-
76	The terrain on which heavy equipment/machinery moves is not reasonably hard	3	500/-
77	Without safety helmet at work site	4	2000/-
78	Without crash helmet on bikes	4	2000/-
79	Without full body double lanyard safety harness(when working at height)	5	5000/-
80	Without Hand gloves- material handling, welding , cutting	4	2000/-
81	Without safety goggles/face shield-Welding, Cutting, Grinding	5	5000/-
82	Handling chemicals without PVC apron	5	5000/-
83	Smoking in prohibited area(Closed godowns , Storage of flammable items, Storage of gas cylinders)	5	5000/-
84	Sleeping at workplace	3	500/-
85	Driving beyond speed limit	3	500/-
86	No Seat Belt while driving(for front seat passengers and drivers)	3	500/-
87	Driving without license	4	2000/-
88	Heavy commercial vehicles without reverse horn	3	500/-
89	Non functional headlight, tail light and indicators	3	500/-
90	Using mobile phone while driving	5	5000/-
91	Poor visibility of registration number/without registration number	3	500/-
92	Broken/without side view mirror	3	500/-
93	Over speeding above specified limit	3	500/-
94	Broken/without pressure guage on Oxygen/ Acetylene/LPG cylinders	3	500/-
95	Without flash back arrestor on Industrial Acetylene & Oxygen cylinders	5	5000/-
96	Spillage of hazardous material/chemicals during transportation	4	2000/-
97	Electrical equipment without earthing,ELCB and double insulation cable	5	5000/-
98	Lifting tools and tackles used without/expired Test certificates	5	5000/-



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21

99	Housekeeping repeatedly not maintained		
99a	First time	3	Warning
99b	Second time	4	2000/-
99c	Third Time	5	5000/-
100	Serious violation of housekeeping (after 1st or 2nd warning to be decided by Project Manager depending upon the severity)		10000/- & above
101	Repeated Violation of same nature	5	5X the Violation

ANNEXURE XI
TATA CODE OF CONDUCT

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

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

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores e-mail subrata.day@tpnorthernodisha.com

ANNEXURE XII
ENVIRONMENT & SUSTAINABILITY POLICY

CONFIDENTIAL



NIT No.: TPNODL/OT/2021-22/001 dt.20.04.21



CORPORATE ENVIRONMENT POLICY

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!





CORPORATE SUSTAINABILITY POLICY

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

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

TATA POWER
Lighting up Lives!

