



NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021

## **Open Tender Notification**

**For**

**Meter Reading, Billing & Collection (MBC) Services at TPNODL**

**Tender Enquiry No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021**

**Due Date for Tender Fee: 05.05.2021 [15:00 Hrs.]**

**Due Date for Bid Submission: 20.05.2021 [15:00 Hrs.]**

**TP NORTHERN ODISHA DISTRIBUTION LIMITED  
(A TATA Power and Odisha Government Joint Venture)**

**Contracts & Material Management Department,  
Corporate Office, Januganj, Balasore-756019**



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**Procedure to Participate in Tender**

**Tender Enquiry No- TPNODL/OT/2021-22/005 Dtd.26.04.2021**

<b>Tender Enquiry No.</b>	<b>Work Description</b>	<b>EMD (Rs.)</b>	<b>Tender Fee (Rs.)</b>	<b>Last Date and Time for payment of Tender Fee</b>
TPNODL/OT/2021-22/002 Dtd.26.04.2021	Meter Reading, Billing & Collection (MBC) Services at TPNODL	9 Lakh	5,000	05.05.2021, 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 [umesh.sahoo@nescoodisha.com](mailto:umesh.sahoo@nescoodisha.com) / [purchase@nescoodisha.com](mailto: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.



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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 vendor 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>

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## 1.0 Event Information

### 1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested bidders for entering into a Rate Contract valid for a period of Two Years as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Meter Reading, Billing & Collection (MBC) Services at TPNODL	9,00,000/-	5,000

### 1.2 Availability of Tender Documents

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

### 1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	05.05.2021 ; 15:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	07.05.2021 up to 15:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	10.05.2021 at 15:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	13.05.2021 up to 18:00 Hrs
(e)	Last date and time of receipt of Bids	20.05.2021 up to 15:00 Hrs
(f)	Date & Time of opening technical bids & EMD	20.05.2021 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.
- 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. In case bidder does not have Electrical Contractor License, he can submit the undertaking and shall provide the valid HT license before the award of contract issued from the ELBO (Electrical License Board of Odisha), Government of Odisha.

### **The Bidder should possess the followings:**

Valid EPF Registration Certificate.  
Valid ESI Registration Certificate.  
Valid Labour License.

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

### **The Bidder should also possess valid:**

Valid GST Registration  
Certificate. Valid PAN No.



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1.7.2 The Average Annual Turnover of the prospective bidder(s) during FY 17-18, FY 18-19 and FY19-20 should be equal to or more than Rs. 6 Crores.

OR

Minimum Rs. 7 Cr. in any one FY 17-18, FY 18-19 and FY 19-20

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

1.7.3 The bidder should have experience of door to door collection / meter reading cum spot billing / Meter reading & bill distribution / Meter Reading in any distribution utilities during last 3 years and should be either of the following:

a. Three similar completed works not less than the amount equal to 15 Lac

OR

b. Two similar completed works not less than the amount equal to 20 Lac

OR

c. One similar completed works not less than the amount equal to 30 Lac

Note- Above mentioned values / amount can be from any single category of experience or combination of any or all of the experience categories mentioned.

1.7.4 Bidder must have taken Meter Reading through use of Mobile/Hand Held Device (HHD) as well as Printing & spot delivery of bills to at least one Lac Consumers per month continuously for a period of at least one year.

1.7.5 The bidder shall have its own hardware like Android phone and Blue tooth printer required for carrying out the service

Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed Power Distribution Utility, having consumer base of more than 3 lakhs.

1.7.6 Bidder should not be blacklisted by any Govt. Organization / utility. Bidder to give the self-certification for it.

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.

1.7.8 Sub-contracting shall not be allowed. Bidder must submit the undertaking along-with all documents as per GCC - Service.

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

## 1.9 BAs Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPNODL. This includes all bidding information submitted to TPNODL. All tender documents remain the property of TPNODL and all BAs are required to return these documents to TPNODL upon request. BAs 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 02 years (Price of Year 1 + Price of Year 2), for each individual Division as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPNODL however, reserves the right to split the order Division wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- TPNODL will award maximum One Circle subject to maximum Three Divisions to a single bidder. However, TPNODL shall reserve the right to decide the no. of Circles and allocation of the particular Circles to a respective BA while awarding the Contract
- Bidder shall mandatorily submit their capability to handle maximum quantum of Work during the contract tenure period.
- **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



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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. 9,00,000/- (Rupees Nine Lacs 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, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of HOD-Procurement as addressed hereunder-

TP NORTHERN ODISHA DISTRIBUTION LIMITED  
(A Tata Power and Odisha Government Joint Venture)

Contract & Material Management Department  
Corporate office: Januganj, Balasore, Odisha-756019

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

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:

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

**The technical bid shall be properly indexed and is to be submitted through TPNODL**



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**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.

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. Umesh Prasad Sahoo

Contact No.: 9438906445

E-Mail ID: [umesh.sahoo@nescoodisha.com](mailto:umesh.sahoo@nescoodisha.com)

##### GM Contracts

Name: Mr. Nirmal Kumar Das

Contact No: 9438906007

E-Mail ID: [purchase@nescoodisha.com](mailto:purchase@nescoodisha.com)

##### Chief – Contracts & Material Management:

Name: Mr. Sunil Bhattar





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E-Mail ID: [sunil.bhattar@tpnodl.com](mailto: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 rate 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.**

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:



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- 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**

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





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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.

#### **4.6 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 and reserves the rights to conduct the manual negotiation with the BA who is declared L1 after Reverse Auction. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

#### **5.0 Award Decision**

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 award of contract 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 requirement or nullify the award decision without assigning any reason thereof.

In case any BAs is found unsatisfactory during the Contract period, the award will be cancelled and TPNODL reserves the right to award other BAs who are found fit.

#### **6.0 Order of Preference/Contradiction:**

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

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

## 7.0 Post Award Contract Administration

### 7.1 Special Conditions of Contract

- The overall period of the contract shall be for 2 years. 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 1 year 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 vendor by TPNODL whichever is later.
- Company shall reserve the right to change the number of Customers in 1 or 2 divisions / Circles (as the case may be) considered in the contract during the period with 1 month notice in advance
- TPNODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPNODL. The vendor shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between TPNODL and the vendor in such case.
- In case, a mutual consensus on the rates and other terms and conditions is not reached at between TPNODL and the vendor, TPNODL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by TPNODL to maintain uninterrupted work conditions at site.
- Performance Bank Guarantee amounting to 3% of the first year contract value shall be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month i.e. 49 months.
- TPNODL shall review the collection amount for the initial six months from the date of execution of contract and if the PBG amount is less than the average collection of 3 days then Business Associate(s) will be informed to furnish a Bank Guarantee of differential amount and BA shall be liable to deposit the additional PBG within 7 days from the date of information by EIC. This shall be valid for a period equivalent to contract validity plus claim period of one year plus one month one month. The said bank guarantee shall also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank



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Guarantee. TPNODL may revise the PBG for second year considering the average collection of 3 days for entire first year collection and if the overall PBG deposited is lesser than this amount the BA shall be **liable to deposit the additional PBG within 7 days from the date of information by EIC.**

- TPNODL shall review the Bank Guarantee in line with Cash collection from time to time and if it is found to be less than the three consecutive day's Cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.
- Insurance for physical Cash /Cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPNODL bills including  
Cash / Cheque / DDs / Pay orders lying at other sites until Cash / Cheque / DDs / Pay orders are carried from TPNODL & deposit in the TPNODL nominated Bank. Any loss, including consequential loss, to TPNODL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPNODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPNODL without prejudice to its other rights as may be available to it under law
- BA shall deploy resources within 15 days from date of placement of Release Order.
- Bidders shall be required to establish and open its own office in all Division of the Circle for which the Contract is awarded. Bidder are required to submit an undertaking with the bid document with respect to opening of the same within 20 days of award of Contract.
- 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 statutory compliances shall be ensured by BA
- All the terms and conditions of TPNODL GCC-Services shall be applicable.
- Qualification Matrix for BA Employees shall be as defined hereunder

Qualification Matrix for BA Employees (Mandatory)		
Manpower Type	Education	Experience
Project Head per Division	MBA or Engineering Degree or Diploma in Engineering and able to Read & Write English, Hindi & Odiya Language	Minimum 7 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer

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Supervisor	Minimum Graduate or Diploma and able to Read & Write English, Hindi & Odiya Language	Minimum 3 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12 <sup>th</sup> Standard and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience
For Manning Collection Counter (one counter will be manned by one person at a time)	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 2 year of experience with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience

## 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.

70% payment shall be released within 8 days from the date of submission of certified bills / invoices and rest 30% payment shall be released on verification of invoices and after deduction / withheld of applicable amounts.

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 / Operation 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:



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

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

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: [ceoffice@tpnodl.com](mailto:ceoffice@tpnodl.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.tpnodl.com](http://www.tpnodl.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.



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**Annexure-I**  
**Schedule of Items**

(.....) Electrical Division							
Meter Reading, Billing and Collection (MBC) Services							
Sl No.	Item Detailed Description	Unit	Qty.	Unit Price (Rs.)	GST (Rs.)	Unit Rate (All inclusive) (Rs.)	Total Price (All inclusive) (Rs.)
1	Meter Reading, Billing, Printing & Bill Distribution for Spot Billing Customers	Each	As per Table-1				
2	Door to Door Collection of rural Customers through cash/Wallet using TPNODL Mobile payment collection Application	Each	As per Table-1				
3	Door to Door Collection of rural Customers through Cheque / DD	Each	Average 100 Nos / Division				
4	Door to Door Collection of urban Customers through cash /Wallet using TPNODL Mobile payment collection Application	Each	As per Table-1				
5	Door to Door Collection of urban Customers through Cheque / DD	Each	Average 200 Nos / Division				
6	Special Meter Reading						
6a	Special Meter Reading For 1PH & NON-TOD Consumers	Each	1% of Total Consumer				
6b	Special Meter Reading For 3PH TOD Consumers	Each	Average 100 Nos / Division				
7	Special Door to Door Collection of 1PH Customers through cash using TPNODL Mobile Application	Each	1% of Total Consumer				
8	Special Door to Door Collection of 1PH Consumers through Cheque / DD	Each	Average 200 Nos / Division				
9	Special Door to Door Collection of 3PH Consumers through Cheque / DD	Each	Average 100 Nos / Division				
10	Bill Distribution for Non - SBM Customers		-				
10a	With acknowledgement	Each	Average 3000 Nos / Division				





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10b	Without acknowledgement (not more than 5 % Approx)	Each	Max 5% of Total Consumer				
11	Door to Door Collection for Non-SBM Customers by Cheque / DD (through Mobile Application)	Each	Average 100 Nos / Division				
12	Distribution of any other letter(s) without Bill		-				
12a	With Acknowledgement	Each	Average 500 Nos / Division				
12b	Without Acknowledgement	Each	Average 10 Nos / Division				
13	Disconnection of 1-Phase consumer	Each	Average 5000 Nos / Division				
14	Reconnection of Supply of 1-Phase consumer	Each	Average 4000 Nos / Division				
15	Operating Vehicles for Disconnection Purpose inclusive all accessories and Manpower per vehicle(Tata Ace or Mahindra BSVI)	Each	Average 03 Nos / Division or Average 01 No / Sub Division				
Total Amount for First year (Year-1)- inclusive all taxes- in Rs.							
For 2 <sup>nd</sup> year, Percentage increment on unit price of 1 <sup>st</sup> year (in percentage)							
Total Amount for Second year (Year-2)- inclusive all taxes- in Rs.							

**N.B:** Price for Door to Door Collection should be provided in % of amount collected as well as amount per transaction (Multiple Transaction against a consumer in a particular month shall be treated as single transaction)

**NOTE:**

- The overall period of the contract shall be for a period of Two years. 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 One years as per the agreed (Pre-Finalized) rates and performance of the bidder. The bids will be evaluated commercially on the overall all inclusive lowest cost for each Circle for two years.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above in line with requirements mentioned in this document. Failing to do so, 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.

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## Annexure II

### Technical Specifications

#### Specifications

**Specifications for Android Device and Bluetooth Printer shall be as under :-**

#### **1. Android Device Minimum Configuration**

- 64 GB Micro SD CARD Support
- 5G/4G / 3G / GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: 7.1.2 to 10.0
- Internal Memory: Minimum 16GB storage and 4 GB RAM (For Mobile)
- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are available
- Battery backup of Smart mobile Phones: Support of minimum 10+ hrs.

#### **2. Technical Specification of Impact Printers**

- Type 2" Impact Printer
- Make Analogic, Epson, Zebra, Amigos Or Softland
- Battery 2600 mAh rechargeable battery
- Interface USB, RS 232 and BT 4.2
- Speed 2.7 lines per second
- Printer Supports text and logo printing
- Operating Temperature 0°C to 55°C
- Paper Polished paper 57mm 60GSM and ERC-09
- Seamless Ribbons



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**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.	GST 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	



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**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**



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## **Annexure VII**

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

**Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Payment receipt printing Door to Door Payment Collection and Recovery of Arrear (Supply Disconnection/Re-connection & DN Delivery)**

This document is divided into 2 parts:

Part-A- It comprises of the SOW & SLAs for the Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Payment Receipt printing and Door to Door Payment Collection

Part-B- It comprises of the the SOW & SLAs for Revenue recovery activity of the single phase consumers

### **PART-A**

The scope of work consists of Meter Reading Cum Spot Billing, Bill Distribution, Bill printing, payment receipt printing and Door to Door Payment Collection at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) while using GPRS based and GPS enabled smart mobile phones. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPNODL.

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

- a) The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with minimum **(10000mAh)** and Bluetooth printer along with stationery for bill printing as per requirement of TPNODL. The minimum specification of Phones is annexed under the heading of **Android Device Minimum Configuration**.
- a) Mobile phones should have enough storage space to store historical & current consumer, metering, billing & collection data for the entire day and also have enough battery backup for up to 8-10 hours.
- b) The Business Associate(s) shall require to use 2 SIMs of 2 separate service provider with wider coverage of connectivity. TPNODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing & collection data to the TPNODL intermediate servers.
- c) Smart mobile phone shall have preloaded billing & collection data/previous billing & collection data fetched on real time basis, the meter reader shall enter current reading and the instrument shall calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPNODL's authorized format for Energy Bill.



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- d) The device should be GPRS based(3G/4G/5G) GPS enabled to identify reading / billing location, remote transfer of billing & collection data and side by side to track the location of meter reader on real time basis for monitoring purpose. The charge for usage of data, including SIM rental towards communication through GPRS shall be born by the vendors.
- e) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible and the impression should last for at least 6 months from the date of printing.
- f) Bill distribution with acknowledgement for Spot-bill and Non Spot-bill consumers
- g) Check meter reading by the business associate supervisor through Special Site verification of 2% cases for single phase and 3 phase consumers.

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

## **2. Proposed Scope of Work in details:**

The proposed areas of work together with the deliverable are further elaborated in the following sections. **Engineer In charge of the Contract (EIC)** may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding Meter Reading, Spot Billing, bill printing, Bill Distribution, and Door to Door Payment Collection& payment receipt printing activity will lie with EIC & same shall be final & binding to both parties.

There are **5** Circles, **16** divisions, **50** Sub divisions and **153** sections across TPNODL Licensee area. Count of consumers are also attached for reference in attachment with tender enquiry. Name of attachment is "**Consumer Details**".

**The price bid shall be invited from all eligible bidders division wise, keeping into account the rural & Urban consumer population in the divisional area.**

Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection activity will be carried out in these **16** divisions of 5 Circles. Engineer In charge of the contract (**EIC**) reserves the right to place order initially for a particular division(s) in a circle, which may be increased gradually and more divisions of the circle shall be allocated as per performance of the selected bidder.

**Business Associate(s) shall have to collect Door to Door payment for both current demand and arrears collection for both the rural and urban 1-phase non Govt. consumers.** The overall period of the contract shall be for a period of 2 years. The contract value shall however initially be placed for a period of one year only. TPNODL reserves the right to extend the contract value on a year to year basis for a period of further 1 years as per the agreed rates.

- 1) Bidder requires to submit Price bid for all the Divisions in as many circles as interested in the attached format as Annexure -I Price Bid.**





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- 2) Immediately after awarding of the contract, Business Associate(s) should agree for submission of a detailed execution and resource deployment plan to TPNODL at least 7 days prior to the commencement of work.
- 3) Training of all BA employees is a must. Business Associate(s) will organize training of manpower (All Types) once in a quarter (Three months). All the new manpower inducted shall be given adequate days of mandatory Technical/Functional/Customer Behavioural training by the Business Associate about the field activities pertaining to Meter Reading & Payment Collection including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPNODL and implemented in the presence of TPNODL representative. Failure of this will invoke penalty of 1% in the Business Associate(s) bill per billing cycle per training session missed. Further in case of misuse of I-Card, any loss/damage/expenses borne by TPNODL shall be recovered from the Business Associate(s).
- 4) 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.
- 5) 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 Meter Reading Cum Spot Billing / Bill Distribution and Door to Door payment collection shall be jointly agreed upon between TPNODL and the BA in such case.
- 6) 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.
- 7) If the work entrusted is not proper and to the satisfaction of TPNODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of the concerned Division. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one month notice.
- 8) In case, the Business Associate(s) desires to discontinue the work from its end, three months advance notice shall be served.
- 9) 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. 25 months.
- 10) Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- 11) TPNODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.



- 12) All the terms and conditions of GCC shall be applicable.
- 13) Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s) may also be asked to do meter reading, bill distribution & special site verification of 3-phase consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPNODL.
- 14) Business Associate(s) shall ensure 100% clear & legible Photo Meter Reading for all consumers, showing the meter no. and meter reading (reading parameters as per Single-phase/ 3-Phase meters- Both TOD & Non-TOD) in the same frame, failing which it will attract penalty as per Penalty clause 9(a)10. The meter reading, bill generation, bill distribution and Door to door Payment Collection shall be conducted sequentially in optimized routes as per existing route cycles. The vendor shall prepare billing binder/DT Wise Route Map for LT consumers. This route map shall be uploaded in the hand held mobile device and shall be used to prompt the next LT Consumer automatically as per route map, post completion of the spot billing activities for one LT consumer.
- 15) Any new connection / addition shall be promptly updated in the existing walking sequence data base. No extra payment shall be made for this activity.
- 16) Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, bill distributor, or bill collector associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPNODL. Verification of the employee will be as per the directions & norms of the TPNODL.
- 17) Business Associate(s) shall ensure Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection of consumers within stipulated time schedule as specified by TPNODL.
- 18) Meter Readers, Bill distributors and Bill collectors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). Half yearly fitness certificate for each BA to be ensured through a Govt. authorized centre.
- 19) In case of termination of any employee by Business Associate(s), same shall be informed to TPNODL specifying reasons for termination



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- 20) Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPNODL.
- 21) Provision has to be made by the Business Associate(s) that meter reader & payment collector employees may not switch off the GPS, data connection and use any other application, internet other than the spot billing & payment collection application as prescribed by TPNODL. The Business Associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader/payment collector.
- 22) In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (As per the Penalty Clause no.9(a).9) on this account on receipt of the complaint from the customer or TPNODL's staff after due verification by the Junior Engineer whose decision shall be final.
- 23) In case the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPNODL database system on time on a daily basis.
- 24) It is the responsibility of the Business Associate(s) to submit the Cash, Cheque & Demand draft into the Bank account of TPNODL and any loss incurred in transit or any insurance expenses to this effect has to borne by the Business Associates.
- 25) The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL.
- 26) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- 27) All personnel deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for reading, billing and Bill Collection should not be less than 18 years of age.
- 28) Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass, supervisors having minimum qualification of Graduation Degree from a reputed University, having sufficient knowledge of job so as to ensure that various jobs are completed within



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predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Details of such manpower shall be provided to TPNODL before commencement of the work under this Agreement. Range of meter reading per month per meter reader should be maximum **1200 for urban areas**, while range of meter reading per month per meter reader should be maximum **1000 for Rural areas**, to maintain quality of reading. Similarly the agency shall ensure that one meter reader will take maximum 150 numbers of reading per day effectively in rural area and 200 numbers of reading per day in urban area. In case of exceptions, a prior intimation to be sent to the EIC and permission shall have to be taken. If the number of bill generation exceeds the figure mentioned above without prior permission, then charges for such claim by them will not be paid. TPNODL decision regarding this shall be final and binding.

- 29) Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots and umbrella/ Rain Coat (during rainy season) for all BA Staff.
- 30) Immediately upon completion of any and all jobs under this Agreement, Business Associate(s) shall submit a daily report to TPNODL detailing the jobs carried out. TPNODLs representative shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Business Associate(s), certify the same.
- 31) The personnel should be conversant to read write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
- 32) The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
- 33) It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the Business Associate(s).
- 34) The area/ binders allocated to BA Staff for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection shall rotate every 6 monthly in consultation with TPNODL, or in between, as advised by TPNODL.
- 35) TPNODL will carry out independent checks, as required.



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- 36) Agency shall do Prior Canvassing at site for Meter Reading/Spot Bill and or Payment Collection before the scheduled Spot Billing date & a future date shall also be intimated to consumers for collection purpose.
- 37) Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall be paid as per rates applicable for bill delivery of SBM & Non-SBM consumers & no additional payment shall be made.
- 38) No payment shall be made for Not Read cases where no Meter Reading/Remark captured by the Business Associate(s).
- 39) House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate. The following sequence of activities shall be carried out in case of House Lock cases.
- 40) In case of House lock cases detected by the Meter reader in the 1<sup>st</sup> month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TPNODL at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the premise locked along with capturing of RRI details. Business Associate(s) shall also share his business Whatsapp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and meter no. In one frame from Consumer in case of permanent House Locked & other Provisional reading remarks.
- 41) After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
- 42) During the 2<sup>nd</sup> visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
- 43) Against balance cases of House Lock at least 5% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPNODL in every month.
- 44) In the next month the meter reader shall try to take actual reading of all pending house lock cases detected in the previous month. If the house is again found locked then the meter reader shall serve notice to the consumer in prescribed format (by way pasting the

notice on the premises) to remain present for meter reading on the date of his planned 2nd visit (during the month).

- 45) However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
- 46) Business Associate shall improve the provisional reading cases on month on month basis after initial stabilization of 2 months from the effective date of contract. The monthly target (About 5 %) for reduction of the provisional reading shall be shared with agency before commencement of monthly reading schedule. Failure in reduction of the provisional reading cases shall attract a penalty as per Penalty **clause no. 9(a).2. NB. In case the Business Associate(s) over-achieve the monthly provisional reading target , incentive shall be given to the agency on the % of cases improved above target @ 120% of the normal charges**
- 47) The Business Associate(s) shall provide list and sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database , duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database & electro-mechanical meters installed at site along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
- 48) Note: - No separate remuneration shall be paid to the Business Associate(s) for the 2<sup>nd</sup> visit and supervisor's visit as proposed above.
- 49) In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPNODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPNODL) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.
- 50) It is the responsibility of the Business Associate(s) to download the customer and meter reading data in SBM machines as per the schedule of meter reading binder wise/DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter



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reading and billing data shall be uploaded automatically to TPNODL server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient.

- 51) It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TPNODL) and inform the concerned authority for necessary action.
- 52) The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL, failing which it shall attract Penalty as per **Penalty clause no.9 (a).4.9.**
- 53) Data uploading / downloading to TPNODL system will be on daily basis unless otherwise mutually agreed. TPNODL will make payment as per the customer's correct bill given by the Business Associate(s) per customer basis.
- 54) In case of average billing (due to defective meter or in case no meter) the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
- 55) In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection due to unavailability of smart mobile phones and Bluetooth printer along with stationery for bill printing.
- 56) Business Associates shall keep enough no. Of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/ damaged.
- 57) TPNODL has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.
- 58) The software will be provided by TPNODL for Meter Reading, Spot Billing and Door to Door Payment Collection activities which the business associates should only use and no other software shall be used.





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- 59) The Business Associate(s) shall be allowed to collect revenue both current demand in full amount & arrears of electricity dues.
- 60) The Business Associate(s) has to operate on prepaid mode of collection. The Business Associate(s) has to deposit the top up amount in advance and the agency shall be permitted for collection only up to the limit of top up amount. The payment data shall be uploaded to TPNODL server on real time basis. In case of exigency or where there is no mobile coverage, offline mode of collection shall be permitted with appropriate security deposit. In such case, deposit of the collected money within T+1 day regularly should be ensured as per place, office, bank specified by TPNODL, otherwise this may lead to cancellation of the agreement. In case where there is no mobile coverage, the payment collection shall be made on offline mode in the same device and the payment data of such offline mode shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient
- 61) The amount collected beyond assigned area of coverage, amount shall not be considered for collection performance.
- 62) Any multiple payment receipts from a consumer in a month shall be considered as one.
- 63) If any financial irregularity by the Business Associate(s) is noticed, TPNODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.
- 64) All Employees of Business Associate(s) shall follow TPNODL code of conduct & TPNODL ethics policy.

**3. TERMS & CONDITIONS: -**

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

1. Bidder has to fill quotations for all divisions of a circle mentioned in tender enquiry contract.
2. Under normal scenario, one Bidder shall not be allocated more than one circle after outcome of technical and Commercial Bid Evaluation.

- TPNODL reserves the right to award more than 1 circle to one bidder keeping in view least cost, its credentials, performance and capacity to ensure SLA.
- Bidder should have the required hardwares like smart mobile phones, Blue tooth printer and other accessories & stationery required for carrying out the services.
- Bidder shall arrange and install adequate No of desktops/printers for carrying out the activities listed in scope of work.

**Table 1. Circle Wise & Division wise consumer count details:**

Circle	Division	Div. Area Sq. Km.	Total Consumers	Rural Consumers	Urban Consumers	Rural Consumers %	Urban Consumers %
BALASORE	BED BALASORE	302.42	59,063		59063	0.00	100.00
	BTED BASTA	457.86	80,063	80063		100.00	0.00
	JED JALESWAR	874.55	1,14,089	103536	10553	90.75	9.25
	CED BALASORE	1024.39	1,11,282	109871	1411	98.73	1.27
	SED SORO	1146.78	1,44,789	112493	32296	77.69	22.31
BHADRAK	BNED BHADRAK	1786	1,80,011	149099	30912	82.83	17.17
	BSED BHADRAK	719	1,11,460	111460		100.00	0.00
BARIPADA	BPED BARIPADA	3904	2,25,939	192339	33600	85.13	14.87
	UED UDALA	1828	1,04,539	100268	4271	95.91	4.09
	RED RAIRANGPUR	4686	1,96,829	189972	6857	96.52	3.48
JAJPUR	JRED JAJPUR ROAD	1092	96,015	80579	15436	83.92	16.08
	JTED JAJPUR TOWN	876	98,381	92375	6006	93.90	6.10
	KUED, KUAKHIA	920	1,14,784	114784		100.00	0.00
KEONJHAR	KED KEONJHAR	3816	1,05,566	90250	15316	85.49	14.51
	JOED JODA	1752	81,392	55495	25897	68.18	31.82
	AED ANANDAPUR	2672	1,27,738	120706	7032	94.49	5.51
Total		27,857	19,51,940	17,03,290	2,48,650	87.26	12.74



NB:-The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs(Women Self Help Groups)

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

- a) Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- b) Business Associate(s) would have to establish an official set ups at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
- c) Spot Billing Business Associate(s) would engage an experienced Project Manager to report to TPNODL nodal officer for overall monitoring across the allocated divisions
- d) Business Associate(s) will employ separate manpower for spot billing and payment collection for each Division with at least one Nodal Officer/ Supervisor/ Manager separately for spot billing & collection activity who will coordinate & monitor all activities / take guidance / assistance from TPNODL.
- e) Business Associate(s) will employ a district in-charge at each circle for effective and efficient coordinating and monitoring the spot billing & collection activity at all divisions falling under that circle and also take guidance / assistance from EIC/person deputed by TPNODL for continuous improvement.
- f) Down-loading billing and Collection data from billing server at Division/Sub Division level for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- g) Up-loading billing and Collection data into the billing & collection database for enabling spot billing and Door to Door Collection as per the schedule.
- h) Downloading & merging of data files from Spot Billing and Door to Door Collection devices on to the base computer system.
- i) Performing validation checks to ensure through
  - o Completion of data
  - o Correctness of data format
- j) Uploading the meter-reading, billing and Collection data to the billing & collection database server.....



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- k) The Business Associate(s) is also liable to assist TPNODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book, phone number, route/walking sequence & meter status details etc.
- l) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TPNODL.
- m) The Business Associate(s) will submit meter-reading, billing and Collection data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TPNODL & will upload the same in TPNODL system.
- n) Meter-reading, billing and Collection work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level shall attract penalty according to penalty & Incentive Clause mentioned
- o) Meter reading and bill distribution activity is to be undertaken on Monthly basis or, as decided by TPNODL depending upon the urban & rural geography of the area.
- p) Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPNODL informed of such changes in system. Business Associate(s) shall provide to TPNODL finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TPNODL along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
- q) Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead(KVARH) and TOD peak and off peak readings etc. Besides these key parameters the Meter Readers are also expected to match & record CA, Meter Sr. No., Supply address, consumer category use, meter make etc. and report TPNODL in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from TPNODL or prior approval by TPNODL from time to time.
- r) The business Associate(s) shall extend all reasonable support to TPNODL in a drive for recording any other statutory information required which TPNODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location, Air-Conditioners installed at consumer premise etc..

- s) Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPNODL to not only correct, update the data base but book, prosecute consumers offenders, indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
- t) The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TPNODL database within the stipulated time (as decided by TPNODL), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
- u) Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a **penalty @ Rs 2/-** per mobile number per consumer.
- v) Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
- w) Business Associate(s) shall arrange meter reading preferably through collapsible/ foldable ladder where meter is installed at height. At least a ladder should be available at each location.
- x) Business Associate(s) will assist TPNODL to process the No Meter cases completely, as per procedure, and as required by TPNODL. Where meter existed earlier at site or as per records of TPNODL, and meter reader finds no meter at site, the Business Associate(s) shall submit to TPNODL such report, or undertake such measures, as per procedure, and as required by TPNODL, within one billing cycles as per process. Such no-meter cases brought by the Business Associate(s) more than two times consecutively in the billing cycles shall not be paid for by TPNODL. However, if any cases where connections have become dead/in-active/Not in Billing Net in TPNODL database be given to the Business Associate(s) for checking site condition, these cases will be paid on normal meter reading rates even in those cases where no meter is found at site.
- y) Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. **Penalty of Rs.100 per case** shall be imposed



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on such cases if found. Business Associate(s) will read/report all meters in a premise and report cases which were not given in the downloaded data and report these as extra connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system(with reading, correct DT/Binder, adjoining CA and Walking Sequence.) plus assist TPNODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, business Associate(s) shall be given an **incentive of Rs. 250 per such case as per clause 9(b) (1)**. At the end of each financial year BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a **penalty of Rs. 500** per such case found by TPNODL.

- z) Meter reading, billing, bill distribution and door to door payment collection is a composite activity and in case one of these activities not completed effectively & efficiently, the job will be treated as incomplete, no payment shall become payable and TPNODL will be at liberty to get it done through alternative sources and impose penalty as decided by EIC.
- aa) Full payment against current demand shall be considered while processing of BA invoices for Door to Door Collection only where **100% current demand** is collected.
- bb) Business Associate(s) shall assist TPNODL to resolve and reduce the number of exceptions brought in by meter readers as per performance standards.
- cc) Business Associate(s) shall assist TPNODL and ensure that Consumers complaints regarding Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPNODL.
- dd) Since the Meter reading, billing, bill distribution and door to door payment collection depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment or causing any harassment to the Consumer of TPNODL.
- ee) Business Associate(s) shall assist TPNODL in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance
- ff) Business Associate(s) shall provide all necessary support in implementing new/ innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing & collection performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
- gg) Business Associate(s) shall be required to provide readings & other meter /consumer related details (as desired by TPNODL) for a specific or group of consumer meters. All these special meter reading process / special site verification reports are to be completed



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& updated/uploaded in TPNODL system within 3 days or within the period specified by the EIC. Bifurcation of types of special visit cases is mentioned as (Special Meter Reading: Such cases requiring basic reading parameters ranging from reading and MDI pertaining to current & history, reading remark, supply status, Photo of Meter Reading at Site, captured separately from the normal scheduled meter reading). Separate charges shall be admissible for these special meter reading cases in the format as prescribed by TPNODL

hh) If the billing/mailling address is different than consumer's address of actual connection, then in such cases vendor shall deliver bills to the mailing address well within the due date for which no extra cost shall be paid.

Note: These special meter reading cases can be of any division in TPNODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected& Door Locked supported by valid proof like photograph& associated field information etc in the prescribed format as decided by TPNODL. will only be covered under the normal meter reading rates and no payment will be given in any other provisional remark. Continuous No-Meter and Disconnected consumers beyond 2 billing cycle consecutively shall not be paid.

- Availability: The Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection service is to be available at least 99.0% of the defined service delivery time. In case of failure, all damages fees will be as per the penalty defined in **Section 9(a)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

## 5. Security of Data

The Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall describe approach and methodology in:

- By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
  - Authorization, Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution.
- In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack.
- In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.





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- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.

Securing the relevant infrastructure and integrating with existing TPNODL infrastructure security including network perimeter defences, server security, and data infrastructure security.

- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

## 6. **Maintenance**

- a) **Scheduled Maintenance:** Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPNODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPNODL.
- b) **Emergency Maintenance:** - Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPNODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPNODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPNODL.

## 7. **Responsibility Matrix:**

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

- 1) Identify a Core Team of Officers for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- 2) The Core Team will coordinate interactions with Billing/IT departments as well as the Technical departments in the matters of providing necessary data; acquire relevant authorizations and other administrative assistance. The primary information requirements shall be the following. Commercial and Revenue Information: Billing and collection databases of consumers for past.
- 3) Identify appropriate officers to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).
- 4) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.



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- 5) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- 6) The Business Associate(s) shall open a temporary co -ordination office near corporate office of TPNODL. Submit a Weekly report to the Nodal Officer from CSO and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- 7) The Business Associate(s) will have to furnish the Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection program along with the name of meter-reader prior to starting the reading in a particular designated area by 5th of each month.
- 8) The Business Associate(s) shall not undertake distribution of any other advertisements, pamphlets, etc. along with the electricity bills unless it is authorized by Engineer-in charge of the Contract.
- 9) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
- 10) Number of slippage in schedule – with respect to Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- 11) Number of errors in recording Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- 12) Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- 13) The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- 14) While TPNODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.
- 15) The personnel engaged by the Business Associate(s) shall be deemed always as their employees and the TPNODL is not concerned with their engagement conditions and the remuneration. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPNODL at any time and furnish the same to TPNODL before commencing the Contract.
- 16) The Business Associate(s) has to support TPNODL for organization of necessary camps to improve the billing and collection percentage.
- 17) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPNODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- 18) On the receipt of written complaint from TPNODL, the Business Associate(s) shall take action against the particular meter reader or collector within a month of receipt of such complaint.
- 19) The meter readings along with the meter status, nature of premises, status of the service and condition/status of the seals should be furnished to the concerned for scrutiny. The Business Associate(s) is responsible for reporting the correct category of the consumer.





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- 20) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- 21) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) on a per-day basis.
- 22) In case of Meter Reading & Spot Billing, there shall not be any exceptions like "door lock". In such a case, the Business Associate(s) is expected to report on a daily basis.
- 23) Meter readings of a consumer shall be taken on the fixed date as specified and any deviation of meter reading date will attract penalties.
- 24) The Business Associate(s) shall employ such persons with minimum qualification with working knowledge of electrical meters. They should be, in sufficient number to complete the work within the stipulated time-frame.
- 25) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- 26) Seasonal uniforms along with cap shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- 27) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- 28) Business Associate(s) shall arrange and help in Redefining of walking sequence. Marking of walking sequence every connection on site within 3 billing cycle on painted plate.
- 29) Business Associate(s) shall arrange to be ensured Quarterly health Check-up for related to Medical Fitness + Eye sight from Govt. authorized Center.
- 30) Business Associate(s) shall support in Continuous Updating of Database from feedback received from Site.
- 31) Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- 32) The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers, bill distributors and payment collectors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division. Necessary identity cards will be issued to the persons engaged for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection by the Business Associate(s).
- 33) It is recommended that In-Charge of Business Associate(s) should perform the 1<sup>st</sup> level of filtration, so as to remove all the trivial cases. Given the volume of data to be inspected, TPNODL would recommend a team of 15 meter-readers and 15 Bill collectors per In-



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Charge. Hence, depending on the number of consumers and (meter-readers & Bill collectors), the Business Associate(s) might have to appoint more than one In-Charge.

- 34) TPNODL would not consider cases of "Address Not Traceable" as a valid excuse for missing meter-readings and bill collections. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPNODL' S staff, penalties would be imposed accordingly as a wrong remark.
- 35) During the course of the engagement, TPNODL is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. Moreover TPNODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- 36) Any additional information related to the Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection required by the TPNODL should be furnished as instructed from time to time.
- 37) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 38) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

#### **8. Cross Area Checking**

- 1) Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TPNODL. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPNODL area and will not be limited to the Division allocated to the Business Associate(s).
  - 2) The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Activity and following logic to be used to consider the Normal Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection purpose.
9. Cases which shall not be given to the Business Associate(s) in bulk quantity would be referred as Special Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. Normally count of these cases will be less than 2% of total quantum in respective category however TPNODL reserves the right to change it as per requirement.

**Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. The Detailed table for payment, Incentive and penalty is also given in the annexure namely, Payment Type, Incentive & Penalty Details.**

## 9(a). Penalty:

### 1. Consumers not billed:

Sl No	Condition	Penalty
1	Above 95%	Nil
2	Between 85% to 95%	10% of the quoted price per consumer per billing cycle for shortfall in billing beyond 85% and up to 95% of live consumers.
3	Between 75% to 85%	15% of the quoted price per consumer per billing cycle for short falls in billing beyond 75% and up to 85% of live consumers.
4	Between 65% to 75%	20% of the quoted price per consumer per billing cycle for short falls in billing beyond 65% and up to 75% of live consumers.
5	Below 65%	Notice for Termination may be issued along with penalty of 20% of the quoted price per consumer per billing cycle for shortfall in billing.
6	If the billing remains below 65% continuously for three consecutive months.	The contract will be automatically terminated along with penalty of 20% of the quoted price per consumer per billing cycle between 65% to actual.

### 2. Consumers billed on Provisional basis

If the Provisional cases are found under a particular Division above certain percentages, then the following penalties will be deducted.

Sl No	Percentage of Provisional Billing	Penalty
1	Up to 5%	Nil
2	Greater than 5%	Claim amount for the Spot billing consumers billed on provisional over and above 05% of the billed consumers shall not be paid.
3	Greater than 10%	Claim amount of total consumer billed on such remarks shall be deducted while making payment to the agency

**NB:-** For every 1% Non-Achievement of provisional Billing target per month per Division shall attract Penalty of Rs.10,000/- and the part thereon.

### 3. Consumer Coverage for Door to Door Collection

SI No	Percentage of Consumer Coverage	Penalty
1	80% and above	Nil
2	Less than 80% up to 60%	10% on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 60% and up to 80% of total consumers billed.
3	Less than 60% up to 50%	15 % on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 50% and up to 60% of total consumers billed.
4	Below 50% limit	20% on total Quoted Price per consumer per billing cycle for shortfall in coverage below 50% to actual consumer consumers billed.

### 4. Other Penalties

SI No	Condition	Penalty
1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business Associate(s).
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TPNODL prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading, Cash / Cheque Collection.	Up to max. Of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution, Door to Door Payment Collection and Disconnection details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10 days.
5	a) Any wrong positing of payment into someone else account. b) Any Cheque bounced during collection due to negligence of the Collector. c) Any complaint for payment not posted and error due to account of Business associates	Rs. 100/- per case
6	In case of Unethical activity	Penalty of Rs 3000/- per instance Further in case unethical activity is proved, the BA shall take strict action including termination of the concerned BA Employee. Furthermore, any further loss incurred shall be recovered by TPNODL from the Business Associate(s).



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7	Non-Submission or unclear Photo	Rs.10/- per case
8	Late Submission of data	5% of the invoices value of the binder late submitted per day or Rs. 100/day/binder whichever is higher (Subject to cap of 15% of total invoice amount per month).
9	Data Security breach	Rs.10000/- for each such incident. TPNODL also keep right to take action as per prevailing laws including contract termination with security amount infringement.
10	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
11	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case
12	Late submission/ non submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case
13	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPNODL works and Penalty of four times of the amount embezzled /bribe to the agency.
14	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPNODL.
15	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

- I. Maximum penalty under all clauses above shall be limited to 30% of monthly billing charges (i.e. Total No of Live consumers\*Price agreed for billing per consumer per month).
- II. All penalties would be deducted from the monthly-bill payment made to the Agency. In case of payment has been made against the monthly bill and subsequently detected wrong billing then the penalty shall be deducted in the current monthly bill.
- III. The Executive Engineer of the concerned Divisional Office/HoG - Meter Reading & Billing/Commercial Manager is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved, then it can approach the Head -RCM/GM-Commerceat Head office for adjudication.

#### 9(b). Incentive/Rewards:

##### 1.Spot Billing

SI No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system not given in downloaded data(with reading,	Rs. 250/Case to concerned meter reader through Business Associate(s) on resumption of billing.

	correct DT/Binder, adjoining CA and Walking Sequence.)	
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader/collector reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPNODL Ethics Patrika.
4	Improvement for reduction of provisional reading/billing.	Incentive shall be given to the agency @ 120% of the normal charges for the cases where the Agency improves the reduction of provisional reading/billing over and above the monthly target cases.
5	capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer

## 2. Door to Door revenue collection Incentive

Sl No	Percentage of Consumer Coverage	Incentive
1	Above 90% of Consumer coverage.	10% of the quoted price per consumer per billing cycle for coverage above 90% on incremental coverage.
2	Surveillance cases reported and booked for illegal restoration of supply, Direct Theft, Supply taken from other sources.	Rs. 100 / case to Business Associate(s). Rs.200 / Case to specific agent through Business Associate(s).

## 9(c) Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader & Payment collector in each circle/divisions
- Best Supervisor in a circle/division
- Best District In charge in a Division
- Best Agency in maximum delta improvement in meter reading, billing & payment performance in Circle/Division

## 10. Android Device Minimum Configuration

- 64 GB Micro SD CARD Support
- 5G/4G / 3G / GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: 7.1.2 to 10.0
- Internal Memory: Minimum 16GB storage and 4 GB RAM (For Mobile)



- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are available
- Battery backup of Smart mobile Phones: Support of minimum 10+ hrs.

## **PART-B**

### **Revenue Recovery**

BA involved in Door to Door to collection is also required to ensure the recovery of arrear dues from the consumers who have not paid the arrear outstanding. For which the BA shall collect the defaulter lists along with Disconnection Notice and acknowledgement sheets from EIC concern and serve to the defaulter consumers. The BA shall collect the payment from the defaulter consumer and ensure disconnection of power supply to the consumers who does not make payment even after issuance of DN within due time.

### **SCOPE OF WORK and OPERATIONAL GUIDELINES:**

The Scope of work shall consist of collection of arrear from the defaulter consumers and disconnection of power supply to the consumers who does not make payment with in due time against the disconnection notice served and Surveillance activity for disconnected consumers under TPNODL. The entire job covers the following:

- 1) The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC .
- 2) The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
  - a) Date of service of notice.
  - b) Name and Detail address of the consumer with father /spouse name
  - c) Nearest land mark of the premises
  - d) Adjacent consumer number
  - e) Mobile number of consumer/Person receiving the notice
- 3) After expiry of due date, the Staffs engaged by the BA shall visit to the defaulting Consumers premises and can collect the outstanding dues.
- 4) In case consumer does not pay the Dues, the BA shall disconnect the service connection. In Effective Disconnection, service cable of the defaulting consumer shall be cut in such a





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way that restoration of supply through the same cable shall not be possible. Disconnection shall be supported with the photographs of the disconnection by removal of cable/meter- wherever required by EIC. Map indicating the portion of premises to which electricity was being supplied by disconnected K. No should be provided in all cases. Also the landmark for reaching the premises to be given.

- 5) Telephone no. and other contact details have to be captured from site visit and reported to TPNODL .Also pole numbers to be captured against disconnection cases.

Business Associate has to mark the disconnected cable with red tape while executing disconnection orders.

- 6) Surveillance of all the disconnected cases to be ensured routinely after effective disconnection and reporting of case for illegal restoration of supply, Direct Theft, Supply taken from other sources (along with details of connection supplying electricity), to be submitted to the EIC concern of TPNODL on weekly basis.
- 7) The prioritization for recovery with percentage of amount against arrears shall be done as per the advice of the EIC concern of TPNODL.
- 8) Marking/Pasting of sticker (as provided by the TPNODL) may be done in case of non-payment cases which are to be disconnected.
- 9) Agency is also required to note down the meter reading and other parameters are required while visiting the consumer premise for recovery of dues and submit the same to TPNODL.
- 10) BA shall engage sufficient separate manpower for Recovery activities against cases allocated for whole month. This manpower shall exclusively be used for recovery purpose only and can't be used for any other work allocated to the agency under this contract.** Persons engaged should have qualifications as per Contractor safety Management System.
- 11) Agency shall keep at-least one team at each sub-division level which includes Supervisor, Collector, technician and helper in each team.**
- 12) All the transport/lifting facilities at site shall be arranged by the BA at no extra cost to TPNODL.
- 13) The BA shall arrange vehicles, Tools and equipment for carrying out the work at his cost and shall ensure that Vehicles complies with all requirements as per the Motor Vehicles Act 1988 and are in good and safe state of working. The vehicle should preferably a \*\*Type 2 vehicle – Mini truck (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
- 14) TPNODL shall have the right to seek credentials of the personnel engaged by the BA as also their qualification details. In cases where a particular personnel deployed by BA is not acceptable, BA shall arrange for removal within 24 hours. Personnel whose replacement has been sought by TPNODL shall not be deployed elsewhere by the BA.
- 15) The Quality Check to be done by concerned Authorised officials of TPNODL of around 2% of the cases reported to be not recovered and in case wrong reporting is found like



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reported as site/meter not traceable etc. Penalty will be applicable only for those cases where actual QC is carried out by TPNODL and not for balance or untested cases.

- 16) In case of any discrepancy is found/reported in the work performed, BA shall rectify the same at his cost immediately, failing which, TPNODL reserves the right to get it done at BAs cost and recover damages from him.
- 17) Agency shall maintain the record of Duplicate DN Issued to them along with reasons for issue of duplicate case in case issue of duplicate DN is attributed to BA's negligence.
- 18) In case of change / Termination of BA, BA shall handover all the pending cases to the new vendor in presence of EIC with proper receipt from the new vendor. Settlement of account of BA shall be done only after 3 months from the date of termination / change of BA to safeguard interest of company and consumers for any misdeeds of BA noticed post termination / change for the work done till termination / change.
- 19) Agency undertakes to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of those of his employment or to any other person whomsoever, during the contract.
- 20) Agency shall also pay the taxes or dues payable to the Govt. or any other local authority in connection with all the works provided for in this contract and for all the materials brought on the site and/or used for this work and shall indemnify TPNODL and hold them harmless against any liability on account of any such levies charges or taxes.
- 21) BA shall deploy adequate labour considered necessary by TPNODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the EIC beyond normal working hours or on Sundays and Holidays.
- 22) TPNODL has a right to instruct the BA to replace the manpower in case of any bad workmanship or where the work is not satisfactory. No work shall be subleased.
- 23) Daily report shall be submitted by the BA to the EIC concern of TPNODL.
- 24) All personnel deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for the job should not be less than 18 years of age
- 25) Monthly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 26) TPNODL shall not be responsible, if the Agency infringes the laws or statute of India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.
- 27) Similar process as defined in Door to Door Collection Model is to be adopted for accepting payments/collection of Dues against DNs (pre-paid model)
- 32) Business Associate shall undertake to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of Whose of your employment or to any other person whomsoever, during the contract.
- 33) Business Associate(s) shall, for the duration of the contract, provide and maintain in good order and condition all such protective apparel and equipment( such as gloves, safety helmets, gumboots, goggles, safety belts, etc. ) for all workmen and staff engaged for

contract work as may be required to be used by law and/or by the Companies. You shall ensure that such protective apparel/equipment are worn and used by your workmen and staff.

- 34) Bidder shall deploy adequate manpower considered necessary by TPNODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the Engineer in charge beyond normal working hours or on Sundays and Holidays.
- 35) TPNODL has a right to instruct Business Associate(s) to change workers in case the workmanship or speed of work is not satisfactory. No work shall be sub-
- 36) EIC to carry out quarterly audit of safety tools and procedures and penalty to be levied on account of non-compliance as per Contractor safety Management System.
- 37) In the event of Business Associate(s) not being in a position to complete the contract or any part thereof for any reason whatsoever, the TPNODL will make alternative arrangements to complete the work at Business Associate's cost, risks and responsibility.
- 38) Business Associate(s) will get the work done through trained/experienced/licensed technicians only. You will be responsible for the safety of your work force and safety /loss to the consumer at whose premises the work is performed. You will take Suitable WCA insurance to adequately cover your technicians/ work force & submit a copy of the same to TPNODL.
- 39) Appropriate Manpower with requisite skill sets for carrying out the disconnection services would be provided by the bidder for each division so allocated. The prioritization for execution of disconnection service shall be done by the Engineer in charge
- 40) Bills to be raised on a monthly basis for cases completed during a month and submitted to TPNODL. Bills submitted beyond two months will not be accepted. However final decision regarding acceptance to be taken by EIC
- 41) All types of DAs shall be part of this contract including Payment defaulters with Arrears , Door Locked and Enforcement DAs.

### **Penalty/ Liquidated Damages:**

- 1) The Business Associate shall provide the feedback to the concerned Engineer- In - charge within 15 calendar days of the receipt of the advice failing which TPNODL have every right to levy penalty under following cases.
  - a) If Disconnection Order, DO ( henceforth called DA) value is Rs. 5000/- or below , the LD will be calculated @ Rs. 50/- per week ( 7 days) or part thereof per day beyond 20 calendar days from date of handover.
  - b) If DA value is above Rs. 10000/- than the LD will be Rs. 100/- per day beyond 15 calendar days from the date of handover.



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2) If the bidder fails to execute any particular DA, penalty at the rate Rs. 100/- will be levied. Also the above DOs shall be taken back from the agency and the same will be got executed from some other source.

3) If any unethical activity is reported LD of Rs 10000/- per instance would be levied. Also agency will be liable for following penalty/action: Removal of Agency's employee from the job. (Voluntary/ on advice of TPNODL). Penalty of double the amount embezzled and bribe taken by employee of the agency. Where embezzlement is more than Rs. 10000/- police action against the employee has to be taken by the Business Associate(s) under intimation to TPNODL..In cases such instances exceed more than 5 in one financial year the agency may be black listed.

4) BA Shall maintain the record of Duplicate DA Issued to them along with reasons for issue of duplicate DA in case issue of duplicate DA is attributed to BA's negligence, Rs. 50 per DA shall be recovered from BA'S Bills.

5) In case of change of BA / Termination of BA, BA shall handover all the pending DOs to the new agency in presence of Engineer in Charge of TPNODL. Settlement of account of BA shall be done only after 3 months from the date of termination / change of BA to safeguard interest of company and consumer for any misdeeds of BA noticed post termination / change for the work done till termination / change.

6) For any single fatal accident BA will be liable to deduction of Rs. 50,000 for each instance during a financial year and in case such instances exceed more than three times during a year ,BA will be blacklisted. In addition for any major injury(Bone Injury/Burn Injury/Hospitalization more than 48 hour) BA will be liable to deduction of Rs.20,000 for each instance during a financial year and in case such instances exceed more than three times during a year ,BA will be blacklisted.

### **Incentive Payment**

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) found at site. This information will be sent in writing by BA to EIC or, and person nominated by the TPNODL 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, **incentive to the tune of 4%** of recovered amount excluding all taxes, duties etc. shall be shared with result of information provided by BA. This amount will be given to BA within 30 days of recovery made as a result of information provided by BA. All the payments made will be after TDS deduction. Bills will be raised by BA. However



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BA shall ensure no harassment of any kind faced by consumer due to the above activity being carried out by BA. Any violation may lead to termination of contract and any other contractual action as specified in the contract elsewhere. Also BA may be disqualified for future contracts.

**Annexure VIII**  
**Inspection Test Plan**

NA

**Annexure IX**  
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## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2.0 ETHICS

In our effort towards Excellence and in Management of Business Ethics at 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, vendors, Associates etc. by initiating immediate corrective actions.



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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.

All Associates and Stakeholders are requested to register any grievance on ethics violation on reported to the following e-mail ID: [ceooffice@tpnodl.com](mailto:ceooffice@tpnodl.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



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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, 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





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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
<b>A</b>	<b>For bidders already Registered with TPNODL</b>	<b>100</b>
<b>A.1.</b>	<b>No violation of statutory compliances in last 1 year.</b> Deduction of 2 marks for each instance of violation in last 1 year. <b>Safety</b> Deduction of 2 marks for each instance of safety violation in last 1 year. Deduction of 5 marks for each reported Non-Fatal Accident in last 1 year In case of any reported fatal accident: <b>ZERO MARKS</b>	20  20
<b>A.2.</b>	<b>Timely Execution of Contracts</b> Total Achieved Score = {30 – 3 x (Avg. percentage LD deductions in last 2 years)}	30
<b>A.3.</b>	<b>Legal Issues with TPNODL</b> Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
<b>B</b>	<b>Bidders new to TPNODL</b>	<b>100</b>
<b>B.1.</b>	<b>Visits</b> 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 (Vendor Evaluation form attached as annex L). <b>Safety</b> Score achieved against BA Safety Management System Questionnaire	30  20
<b>B.2.</b>	<b>Client Referrals</b> At least 3 nos. Customer References for similar services in last 3 years. All customer references shall be either of the following: ▪ 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>B.3.</b>	<b>Blacklisting Information</b> Not blacklisted / debarred by any reputed organization/utility in last 2 years: 20 marks else 'Zero' marks	20

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

## 5.0 PRICES/RATES/TAXES

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by 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.



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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**

- 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 EIC, TPNODL.

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

Bills/ invoices shall mention Associate's GST Registration Number, PAN number as applicable.



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

### **6.3 Payment & Statutory Deductions**

Payment shall be released within 45 days from the submission of the bills. The associate shall submit "No Demand Certificate" in the format as per Annexure-D at the time of receipt of full and final payment. In case any non-compliance to contract conditions comes to TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

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

#### **6.3.1 Statutory Deductions**

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Office of CFO, TPNODL located at TPNODL located at TPNODL Corporate Office, Januganj, District Balasore ,Odisha, India – 756019.

### **6.4 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.

### **6.5 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 NEFT 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**

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:

- 3% of the RC value as per prevailing Govt. Orders however same can be change or enhanced in case of any change in Govt. direction BA is supposed to be paid the difference of PBG amount as and when demanded by TPNODL. 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
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**\*\*Classification of BA s under SC/ST shall be governed under following guidelines:**

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



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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 vendor or by encashment of the SPBG as the case may be.

#### **12.4 Cost of repairs on failure in GP**

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

#### **12.5 Guarantee period for Goods Outsourced**

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

#### **12.6 Latent Defect**

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

#### **13.0 LIQUIDATED DAMAGES**

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



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

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

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone 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. The TPNODL management will review on the LD Waiver Request on the facts and will decide about the LD Waiver which may be part or the % of the LD imposed, however the TPNODL's management decision will be full and final.

### **13.2 Material Recovery**

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

### **14.0 ASSIGNMENT OR SUBCONTRACTING**

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

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPNODL in the contract document





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

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

## **15.0 UNLAWFUL ACTIVITIES**

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

## **16.0 CONFIDENTIALITY**

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

### **16.1 Documents**

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

### **16.2 Geographical Data**

Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of country or those of TPNODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the



TPNODL and upon execution of confidentiality agreements satisfactory to the TPNODL with such third parties prior to disclosure.

### **16.3 Associate's Processes**

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPNODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPNODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPNODL under the Contract shall be passed on to the TPNODL. The TPNODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

### **16.4 Exclusions**

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

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

### **16.5 Violation**

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

## **17.0 INTELLECTUAL PROPERTY RIGHTS**

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



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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.



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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.
- 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 Connivance**

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.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPNODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPNODL.

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

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





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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





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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**

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 & the writ jurisdiction of Hon'ble High Court of Odisha at Cuttack and any matter arising here from shall be subject to applicable law in force in India.

## **25.0 ATTRIBUTES OF GCC**

### **25.1 Cancellation**



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

### **25.2 Severability**

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

### **25.3 Order of Priority**

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

### **26.0 INSURANCE**

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

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in 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.



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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.tpnodl.com](http://www.tpnodl.com) to provide your feedback according to the guidelines mentioned below:

### 30.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be lodged by log on to our website [www.tpnodl.com](http://www.tpnodl.com).

### 31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
3.	Performa for Performance Bank Guarantee (CP cum EP)	B
4.	Performa for No Demand Certificate by Associate	C
5.	Performa for Indemnification on Statutory Compliance	D
6.	Performa For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F
8.	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



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13.	Vendor Appraisal Form	L
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**ANNEXURE-A**

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

**TP Northern Odisha Distribution Limited**

**Balasore**

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:



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



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**ANNEXURE- B**

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

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

**Note:**

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

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**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 Vendor") for the supply cum erection / civil work of \_\_\_\_\_ (hereinafter referred to as "the said Equipment") for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for 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 Vendor" such amount or amounts not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and "the Vendor" shall have no right to question such judgment.
4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

**Witness**

1. \_\_\_\_\_

Bank's rubber stamp

Banks full address

2. \_\_\_\_\_

Designation of Signatory

Bank official number



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**ANNEXURE-C**

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

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

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

**(Certificate No. CCP/002)**

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**



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**ANNEXURE – D**

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

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

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

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Signature**

**Place**

**Name Designation**

**(Company Seal)**



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**ANNEXURE-E**

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

To be printed on the letterhead

To,

**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**



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## **ANNEXURE - F**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by TPNODL Core Values:**

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

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

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

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

- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

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





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- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPNODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / 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 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ 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



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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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



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If yes, furnish details:

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

Name of Insurance Company

.....

.....Policy No ..... Number of persons

covered ..... Period of coverage: From ..... To .....

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

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

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

**This Business Associate is / will be engaged in TPNODL.**

**(Signature and seal of**

**Officer I/c of the Work)**



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**Form G**

**Undertaking**

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

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

Date:



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**Form**

**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 \_\_\_\_\_





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**FORM- VI A**

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

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



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**ANNEXURE – G**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

\_\_\_\_\_

( )

Authorized Signatory

For M/s

Seal



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**ANNEXURE-H**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

OEMs		Service Contractor		Material Contractor		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 Crore	
-------------------	--	--------------------	--	-------------------	--

**Additional information**

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

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

## **SECTION - A**

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

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



S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
8	TPNODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPNODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPNODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPNODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	Are you satisfied with the overall payment release mechanism of TPNODL						
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	Circle / Division						
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 <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPNODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPNODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						



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### **SECTION – C**

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

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

### **SECTION - D**

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

1	2	3	4	5	6	7	8	9	10
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### SECTION – E

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

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

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

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

We thank you for your time and courtesy!!



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### **ANNEXURE - I**

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

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

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

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

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

**Signature & Seal of the Bidder**





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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 VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

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

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

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

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

**(Details as per Annexure attached)**

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



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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 zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If 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 zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPNODL.



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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 3<sup>rd</sup> violation.



## 6.3 Safety Violation Escalation Matrix

### 6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
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)						

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)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
<b>N</b>	Memo to BA and levy of penalty	Head of Group		25,000/-		
<b>O</b>	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
<b>P</b>	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
<b>Q</b>	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		
Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts						

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

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

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

## **6.3.2 COMPENSATION FOR BA PERSONNEL**

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

### **I. For Death or Permanent / Total Disablement**

The BA shall take an insurance coverage of at least Rs. 10 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

### **II. For Permanent Partial Disablement and Temporary Total Disablement**

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.



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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>					
<b>- Is there a written company Safety policy?</b>  - If yes provide a copy of the policy, if No please refer Note 1.		1			
<b>- Does the company have an Safety Management system</b>  - If yes provide details, if No please refer Note 1.		1			
<b>- Is there a company Safety Management System manual or plan?</b>  - If yes provide a copy of the content page(s), if No please refer Note 1.		2			
<b>- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b>  - If yes provide details, if No please refer Note 1.		2			

Certification				
<i>Safe Work Practices and Procedures</i>				
<b>- Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b>  - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.  - Comments	1			
<b>- Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
<b>- Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
<b>- Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			



Certification				
<b>- Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
<b>- Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
<b>- Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</b>  - If yes provide details	1			
<i>Safety Performance Monitoring</i>				
<b>- Are employees regularly provided with information on company health and safety performance?</b>  - If yes provide details	1			
<b>- Has the company ever been convicted of an occupational health and safety offence?</b>  - 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)			

Certification				
	ONE for each case			
<ul style="list-style-type: none"> <li>- Has there been any fatal accident of employee at TPNODL site in past.</li> <li>- (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO.</li> <li>- In case of yes please refer Note 4.</li> </ul>	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
Company Reference				
<ol style="list-style-type: none"> <li>1. Name of company</li> <li>2. Name of company</li> </ol>				

## Note

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

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

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

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

- Action plan for enhancing safety awareness
- Action plan for safety training of employee
- Action plan for increasing safety audit in field
- Action plan for provision and utilization of safety PPE.
- Action plan for fatality reduction.
- Action plan for enhanced supervision at site
- Action plan for making employee more responsible and accountable for safety.
- Action plan for availability and utilization of all required tool and equipment.

- ix. *Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.*
- x. *Safety initiatives planed or started recently.*
- xi. *Any other point.*

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

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

***Risk Assessment Form***

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

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

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"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>

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)

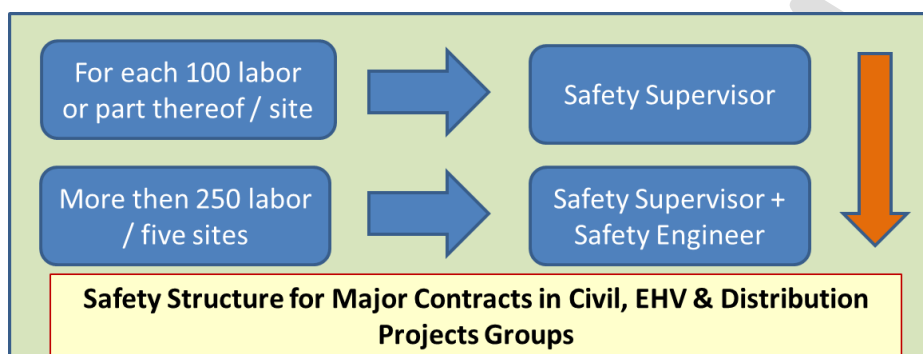
### General Safety Conditions for the Distribution Projects Major Contracts:

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.



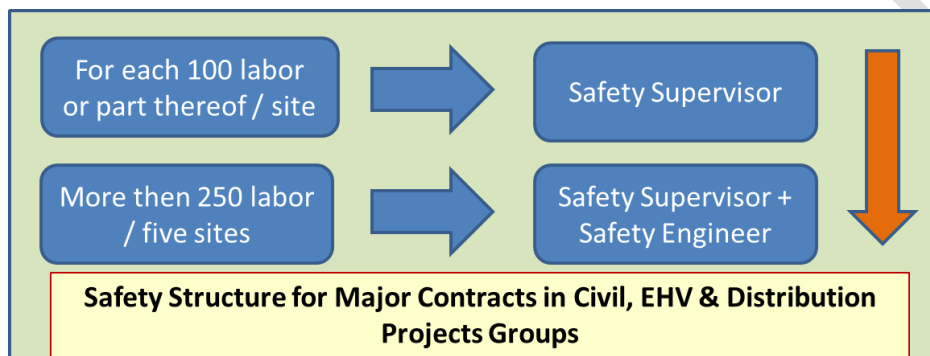
### **Annexure 3.3 (Refer Para 4.0)**

**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.



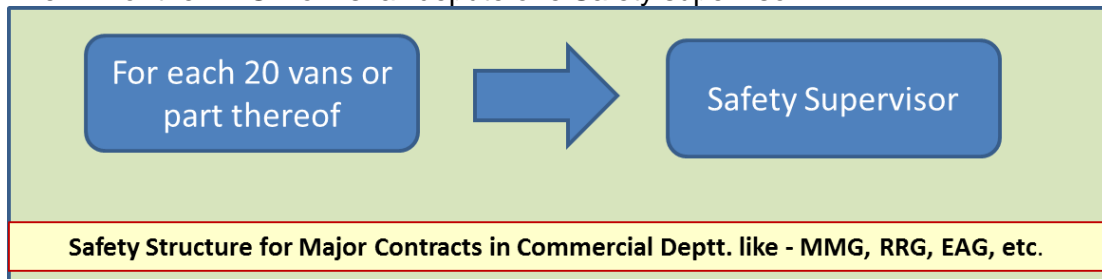
## Annexure 3.6 (Refer Para 4.0)

### General Safety Conditions for the major contract work in Commercial Department like – Meter Reading, Billing, Collection, Disconnection, 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)

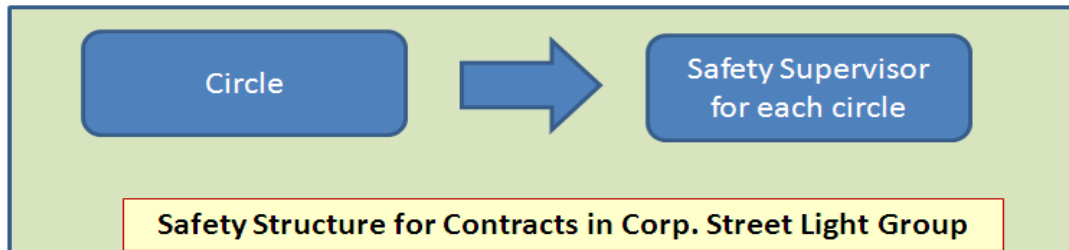
### **General Safety Conditions for the major contract work in O&M of street light group:**

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.







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**Annexure 4 (Refer Para 3.3)**

**Safety Undertaking by way of Affidavit**

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

1. The present undertaking shall remain in force from the date of execution of contract awarded by 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 sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by TP 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 as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by 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.





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6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPNODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPNODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold 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 /Subcontractor 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 Zone Creation

**Session: 1**

**Topic:** Electrical Safety Aspects

**Sub Topics:**

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance:
  - Planning of the maintenance job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor of the TPNODL
  - Identification of Risks associated with the maintenance work and planning for controlling measures by TPNODL supervisor
  - Creation of safety zone 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 zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
  - Planning of the job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor

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

## **Session: 4**

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

## **Session: 5**

**Topic:** Practical demonstration of Safety Zone creation

## **FREQUENCY**

### **Regular Safety Training Program**

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

### **One Day Induction Safety Training Programs:**

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of 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)	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 (Colour – Black) with PU toe cap.	IS: 15298(Part-2) and with test report of electrical resistance.	

02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	
04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		



07	Safety Chain for shorting cum earthing.	As per TPNODL standard	
08	Reflective jacket to each workman	As per TPNODL standard	

*Note : Picture shown are for indicative purpose only. Actual product may differ.*

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record <i>(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)</i>		Monthly	F09 (COR P - 12)
Safety Talk Register		Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

**Annexure 8 (Refer Para 5.8) LIST OF AUDITS TO BE CONDUCTED**

Note:

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



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**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

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

Name of BA:

.....

Name of the Project and Purchase order No:

.....

Date of commencement of work:

.....

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

.....

Cumulative Man Hour worked:

.....

Total Number of

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

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

**Detail of the Incident / Sub Standard Acts and Condition**

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from 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.*



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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  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.



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*Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5<sup>th</sup> of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.*

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

### **ANNEXURE-L**

#### **VENDOR APPRAISAL FORM**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>			
<b>VENDOR:</b>			
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b>		:
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>		:
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b>		:
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b>		:
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b>		:
<b>7.0</b>	<b>CREDIT LIMIT</b>		:

<b>8.0</b>	<b>TECHNICAL</b>		
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	8.2	NO. OF DRAUGHTSMAN	:
	8.3	COLLABORATION DETAILS (IF ANY)	:
		8.3.1 DATE OF COLLABORATION	:
		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:

		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:



	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC. (AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0		<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>	:
12.0		<b>SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS</b>	:
13.0		<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>	:
14.0		<b>POWER SITUATION</b>	:
15.0		<b>LABOUR SITUATION</b>	:
16.0 *		<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	
17.0		<b>ORGANIZATIONAL DETAILS</b> 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		<b>DOCUMENTS TO BE ENCLOSED:</b> 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO	

	15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	
--	---	--

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

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

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

## 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/Vendor:** 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

CONFIDENTIAL

## TPNODL

### 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: 01<sup>st</sup> 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 fulltime 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/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractors'/Subcontractors' Site Manager is responsible, and will be held accountable, for the safety of their sub-contractors and 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



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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 Vendor/Contractor

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



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

### 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](http://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](http://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](http://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-TPSMS/CSP/FSM/011 REV 01 available on official website of Tata Power ([www.tatapower.com](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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.

### 4.1 Tata Power Site Safety Orientation

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All Tata Power contractor and subcontractor 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, vendor 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 Equipments, lifting Tools & Tackles and hand tools used at site	%	80	5
4	Condition of tools, tackles and equipments	%	100	15
	<b>Lag Indicators</b>			
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
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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 (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure ( LOTO Not followed )	5	5000/-
10.	ELCB of more than 30 mA/ELCB not working	5	5000/-
11.	On/Off switch of welding m/c not working	5	5000/-
12.	Electric cable tied with metal wire	5	5000/-
13.	Leakage found DA hose / cylinder	5	5000/-
14.	Use of LPG	5	5000/-
15.	Use of Three-wheeler at the work site.	5	5000/-
16.	Starting the job without Tool Box Talk	5	5000/-
17.	Splatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/-
18.	No safety latch in crane hook	5	5000/-
19.	Load raised or swung over people or occupied areas of buildings	5	5000/-
20.	Persons standing in swing area of construction equipments.	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 life line 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 cables into socket, without using plug.	4	2000/-
30.	Use of damaged electrical cable/two core cables.	4	2000/-
31.	Inflammable material found in D.B Room./ welding areas.	4	2000/-
32.	Loose material falling into excavated pit	4	2000/-
33.	Water logging into excavated pit	4	2000/-
34.	No / inadequate Barricade	4	2000/-



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

Sr No	Description of violation	Severity	Penalty /
65.	Trying to board or alit from running vehicle.	3	500/-
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/-
67.	Flash-back arrester not used.	3	500/-
68.	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 provide when the vehicle is parked.	3	500/-
71.	Suitable Trolley not provided to hold the cylinders.	3	500/-
72.	Locked First Aid box	3	500/-
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/-
74.	Person found jumping barricading tape	3	500/-
75.	Stacking of pipes, pile casing , drums without chock blocks/wedges	3	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders)	5	1000/-
84.	Sleeping at Work Place	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Non functional Head light/ tail light and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-



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Sr No	Description of violation	Severity	Penalty /
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-
102.	• Third Time	5	5000/-
103.	Serious Violation Of House Keeping (after 1 <sup>st</sup> or 2 <sup>nd</sup> warning to be decided by Project Manager depending on the severity)		Rs.10000/- and above
104.	Repeat Violation of same nature	5	5X Violation

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**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 at our website:

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

The Contractor is requested to bring any concerns regarding this to the notice of our Chief-Contracts & Material Management e-mail [sunil.bhattar@tpnidl.com](mailto:sunil.bhattar@tpnidl.com).

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**ANNEXURE XII**  
**ENVIRONMENT & SUSTAINABILITY POLICY**



**CORPORATE ENVIRONMENT POLICY**

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

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

(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**  
**Lighting up Lives!**





NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021



## CORPORATE SUSTAINABILITY POLICY

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

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

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

(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**  
Lighting up Lives!





NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021

## **Open Tender Notification**

**For**

**Meter Reading, Billing & Collection (MBC) Services at TPNODL**

**Tender Enquiry No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021**

**Due Date for Tender Fee: 05.05.2021 [15:00 Hrs.]**

**Due Date for Bid Submission: 20.05.2021 [15:00 Hrs.]**

**TP NORTHERN ODISHA DISTRIBUTION LIMITED  
(A TATA Power and Odisha Government Joint Venture)**

**Contracts & Material Management Department,  
Corporate Office, Januganj, Balasore-756019**



NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021

**Procedure to Participate in Tender**

**Tender Enquiry No- TPNODL/OT/2021-22/005 Dtd.26.04.2021**

<b>Tender Enquiry No.</b>	<b>Work Description</b>	<b>EMD (Rs.)</b>	<b>Tender Fee (Rs.)</b>	<b>Last Date and Time for payment of Tender Fee</b>
TPNODL/OT/2021-22/002 Dtd.26.04.2021	Meter Reading, Billing & Collection (MBC) Services at TPNODL	9 Lakh	5,000	05.05.2021, 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:

3. 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
4. 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 [umesh.sahoo@nescoodisha.com](mailto:umesh.sahoo@nescoodisha.com) / [purchase@nescoodisha.com](mailto:purchase@nescoodisha.com) before last date and time for payment of Tender Fee.



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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.

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 vendor 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/2021-22/002 Dtd.26.04.2021

**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.	Schedule of Items
II.	Technical Specifications
III.	Schedule of Deviations
IV.	Schedule of Commercial Specifications
V.	Document Check List
VI.	Acceptance Form for Participation in Reverse Auction Event
VII.	Scope of Work & Service Level Agreement
VIII.	Inspection Test Plan
IX.	General Condition of Contract
X.	Safety Policy and Safety Terms and Conditions
XI.	Tata Code of Conduct (TCoC)
XII.	Environment & Sustainability Policy



### 3.0 Event Information

#### 1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested bidders for entering into a Rate Contract valid for a period of Two Years as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Meter Reading, Billing & Collection (MBC) Services at TPNODL	9,00,000/-	5,000

#### 1.2 Availability of Tender Documents

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

#### 1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	05.05.2021 ; 15:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	07.05.2021 up to 15:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	10.05.2021 at 15:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	13.05.2021 up to 18:00 Hrs
(e)	Last date and time of receipt of Bids	20.05.2021 up to 15:00 Hrs
(f)	Date & Time of opening technical bids & EMD	20.05.2021 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.

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

- 1.5.1 EMD of requisite value and validity
- 1.5.2 Tender Fee in case the tender is downloaded from website
- 1.5.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.5.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.5.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.5.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.5.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.

- 1.5.8 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: -

- 2.6.1 EMD of requisite value and validity
- 2.6.2 Tender fee of requisite value
- 2.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 2.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 2.6.5 Filled in Schedule of Deviations as per Annexure III
- 2.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 2.6.7 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.

## **2.7 Qualification Criteria**

- 2.7.1 The prospective Bidder(s) should be a registered Sole Proprietor Firm / Partnership Firm/ Company, possessing valid HT Electrical License. In case bidder does not have Electrical Contractor License, he can submit the undertaking and shall provide the valid HT license before the award of contract issued from the ELBO (Electrical License Board of Odisha), Government of Odisha.

### **The Bidder should possess the followings:**

- Valid EPF Registration Certificate.
- Valid ESI Registration Certificate.
- Valid Labour License.

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

### **The Bidder should also possess valid:**

- Valid GST Registration Certificate.
- Valid PAN No.

2.7.2 The Average Annual Turnover of the prospective bidder(s) during FY 17-18, FY 18-19 and FY19-20 should be equal to or more than Rs. 6 Crores.

OR

Minimum Rs. 7 Cr. in any one FY 17-18, FY 18-19 and FY 19-20

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

1.7.3 The bidder should have experience of door to door collection / meter reading cum spot billing / Meter reading & bill distribution / Meter Reading in any distribution utilities during last 3 years and should be either of the following:

a. Three similar completed works not less than the amount equal to 15 Lac

OR

b. Two similar completed works not less than the amount equal to 20 Lac

OR

c. One similar completed works not less than the amount equal to 30 Lac

Note- Above mentioned values / amount can be from any single category of experience or combination of any or all of the experience categories mentioned.

1.7.4 Bidder must have taken Meter Reading through use of Mobile/Hand Held Device (HHD) as well as Printing & spot delivery of bills to at least one Lac Consumers per month continuously for a period of at least one year.

1.7.5 The bidder shall have its own hardware like Android phone and Blue tooth printer required for carrying out the service

Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed Power Distribution Utility, having consumer base of more than 3 lakhs.

1.7.6 Bidder should not be blacklisted by any Govt. Organization / utility. Bidder to give the self-certification for it.

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.

1.7.8 Sub-contracting shall not be allowed. Bidder must submit the undertaking along-with all documents as per GCC - Service.

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

## 1.10 BAs Confidentiality

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

## 4.0 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 02 years (Price of Year 1 + Price of Year 2), for each individual Division as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPNODL however, reserves the right to split the order Division wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- TPNODL will award maximum One Circle subject to maximum Three Divisions to a single bidder. However, TPNODL shall reserve the right to decide the no. of Circles and allocation of the particular Circles to a respective BA while awarding the Contract
- Bidder shall mandatorily submit their capability to handle maximum quantum of Work during the contract tenure period.
- **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



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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. 9,00,000/- (Rupees Nine Lacs 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, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of HOD-Procurement as addressed hereunder-

TP NORTHERN ODISHA DISTRIBUTION LIMITED  
(A Tata Power and Odisha Government Joint Venture)

Contract & Material Management Department  
Corporate office: Januganj, Balasore, Odisha-756019

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

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:

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

**The technical bid shall be properly indexed and is to be submitted through TPNODL**



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**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.

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. Umesh Prasad Sahoo

Contact No.: 9438906445

E-Mail ID: [umesh.sahoo@nescoodisha.com](mailto:umesh.sahoo@nescoodisha.com)

##### GM Contracts

Name: Mr. Nirmal Kumar Das

Contact No: 9438906007

E-Mail ID: [purchase@nescoodisha.com](mailto:purchase@nescoodisha.com)

##### Chief – Contracts & Material Management:

Name: Mr. Sunil Bhattar



E-Mail ID: [sunil.bhattar@tpnodl.com](mailto: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 rate 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.**

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.

### 3.10 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

### 3.11 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:***

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

**Or**

- d) The case of a successful bidder, if the Bidder does not  
iii) accept the purchase order, or  
iv) furnish the required performance security BG

**3.12 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.

**5.0 Bid Opening & Evaluation process**

**4.1 Process to be confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the 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



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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.

#### **4.6 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 and reserves the rights to conduct the manual negotiation with the BA who is declared L1 after Reverse Auction. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

#### **11.0 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 award of contract 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 requirement or nullify the award decision without assigning any reason thereof.

In case any BAs is found unsatisfactory during the Contract period, the award will be cancelled and TPNODL reserves the right to award other BAs who are found fit.

#### **12.0 Order of Preference/Contradiction:**

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

9. Schedule of Items (Annexure I)
10. Post Award Contract Administration (Clause 7.0)
11. Submission of Bid Documents (Clause 3.0)
12. Scope of Work and SLA (Annexure VII)
13. Technical Specifications (Annexure II)
14. Inspection Test Plan (Annexure VIII)
15. Acceptance Form for Participation in Reverse Auction (Annexure VI)
16. General Conditions of Contract (Annexure IX)

### 13.0 Post Award Contract Administration

#### 7.1 Special Conditions of Contract

- The overall period of the contract shall be for 2 years. 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 1 year 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 vendor by TPNODL whichever is later.
- Company shall reserve the right to change the number of Customers in 1 or 2 divisions / Circles (as the case may be) considered in the contract during the period with 1 month notice in advance
- TPNODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPNODL. The vendor shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between TPNODL and the vendor in such case.
- In case, a mutual consensus on the rates and other terms and conditions is not reached at between TPNODL and the vendor, TPNODL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by TPNODL to maintain uninterrupted work conditions at site.
- Performance Bank Guarantee amounting to 3% of the first year contract value shall be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month i.e. 49 months.
- TPNODL shall review the collection amount for the initial six months from the date of execution of contract and if the PBG amount is less than the average collection of 3 days then Business Associate(s) will be informed to furnish a Bank Guarantee of differential amount and BA shall be liable to deposit the additional PBG within 7 days from the date of information by EIC. This shall be valid for a period equivalent to contract validity plus claim period of one year plus one month one month. The said bank guarantee shall also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank



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Guarantee. TPNODL may revise the PBG for second year considering the average collection of 3 days for entire first year collection and if the overall PBG deposited is lesser than this amount the BA shall be **liable to deposit the additional PBG within 7 days from the date of information by EIC.**

- TPNODL shall review the Bank Guarantee in line with Cash collection from time to time and if it is found to be less than the three consecutive day's Cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.
- Insurance for physical Cash /Cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPNODL bills including  
Cash / Cheque / DDs / Pay orders lying at other sites until Cash / Cheque / DDs / Pay orders are carried from TPNODL & deposit in the TPNODL nominated Bank. Any loss, including consequential loss, to TPNODL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPNODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPNODL without prejudice to its other rights as may be available to it under law
- BA shall deploy resources within 15 days from date of placement of Release Order.
- Bidders shall be required to establish and open its own office in all Division of the Circle for which the Contract is awarded. Bidder are required to submit an undertaking with the bid document with respect to opening of the same within 20 days of award of Contract.
- 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 statutory compliances shall be ensured by BA
- All the terms and conditions of TPNODL GCC-Services shall be applicable.
- Qualification Matrix for BA Employees shall be as defined hereunder

Qualification Matrix for BA Employees (Mandatory)		
Manpower Type	Education	Experience
Project Head per Division	MBA or Engineering Degree or Diploma in Engineering and able to Read & Write English, Hindi & Odiya Language	Minimum 7 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer

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Supervisor	Minimum Graduate or Diploma and able to Read & Write English, Hindi & Odiya Language	Minimum 3 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12 <sup>th</sup> Standard and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience
For Manning Collection Counter (one counter will be manned by one person at a time)	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 2 year of experience with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience

## 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.

70% payment shall be released within 8 days from the date of submission of certified bills / invoices and rest 30% payment shall be released on verification of invoices and after deduction / withheld of applicable amounts.

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 / Operation 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:



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

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

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: [ceoffice@tpnodl.com](mailto:ceoffice@tpnodl.com)

#### **14.0 Specification and standards**

NA

#### **15.0 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.

#### **16.0 Safety**

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

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





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**Annexure-I**  
**Schedule of Items**

(.....) Electrical Division							
Meter Reading, Billing and Collection (MBC) Services							
Sl No.	Item Detailed Description	Unit	Qty.	Unit Price (Rs.)	GST (Rs.)	Unit Rate (All inclusive) (Rs.)	Total Price (All inclusive) (Rs.)
1	Meter Reading, Billing, Printing & Bill Distribution for Spot Billing Customers	Each	As per Table-1				
2	Door to Door Collection of rural Customers through cash/Wallet using TPNODL Mobile payment collection Application	Each	As per Table-1				
3	Door to Door Collection of rural Customers through Cheque / DD	Each	Average 100 Nos / Division				
4	Door to Door Collection of urban Customers through cash /Wallet using TPNODL Mobile payment collection Application	Each	As per Table-1				
5	Door to Door Collection of urban Customers through Cheque / DD	Each	Average 200 Nos / Division				
6	Special Meter Reading						
6a	Special Meter Reading For 1PH & NON-TOD Consumers	Each	1% of Total Consumer				
6b	Special Meter Reading For 3PH TOD Consumers	Each	Average 100 Nos / Division				
7	Special Door to Door Collection of 1PH Customers through cash using TPNODL Mobile Application	Each	1% of Total Consumer				
8	Special Door to Door Collection of 1PH Consumers through Cheque / DD	Each	Average 200 Nos / Division				
9	Special Door to Door Collection of 3PH Consumers through Cheque / DD	Each	Average 100 Nos / Division				
10	Bill Distribution for Non - SBM Customers		-				
10a	With acknowledgement	Each	Average 3000 Nos / Division				





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10b	Without acknowledgement (not more than 5 % Approx)	Each	Max 5% of Total Consumer				
11	Door to Door Collection for Non-SBM Customers by Cheque / DD (through Mobile Application)	Each	Average 100 Nos / Division				
12	Distribution of any other letter(s) without Bill		-				
12a	With Acknowledgement	Each	Average 500 Nos / Division				
12b	Without Acknowledgement	Each	Average 10 Nos / Division				
13	Disconnection of 1-Phase consumer	Each	Average 5000 Nos / Division				
14	Reconnection of Supply of 1-Phase consumer	Each	Average 4000 Nos / Division				
15	Operating Vehicles for Disconnection Purpose inclusive all accessories and Manpower per vehicle(Tata Ace or Mahindra BSVI)	Each	Average 03 Nos / Division or Average 01 No / Sub Division				
Total Amount for First year (Year-1)- inclusive all taxes- in Rs.							
For 2 <sup>nd</sup> year, Percentage increment on unit price of 1 <sup>st</sup> year (in percentage)							
Total Amount for Second year (Year-2)- inclusive all taxes- in Rs.							

**N.B:** Price for Door to Door Collection should be provided in % of amount collected as well as amount per transaction (Multiple Transaction against a consumer in a particular month shall be treated as single transaction)

**NOTE:**

- The overall period of the contract shall be for a period of Two years. 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 One years as per the agreed (Pre-Finalized) rates and performance of the bidder. The bids will be evaluated commercially on the overall all inclusive lowest cost for each Circle for two years.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above in line with requirements mentioned in this document. Failing to do so, 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.

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## Annexure II

### Technical Specifications

#### Specifications

**Specifications for Android Device and Bluetooth Printer shall be as under :-**

#### **1. Android Device Minimum Configuration**

- 64 GB Micro SD CARD Support
- 5G/4G / 3G / GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: 7.1.2 to 10.0
- Internal Memory: Minimum 16GB storage and 4 GB RAM (For Mobile)
- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are available
- Battery backup of Smart mobile Phones: Support of minimum 10+ hrs.

#### **2. Technical Specification of Impact Printers**

- Type 2" Impact Printer
- Make Analogic, Epson, Zebra, Amigos Or Softland
- Battery 2600 mAh rechargeable battery
- Interface USB, RS 232 and BT 4.2
- Speed 2.7 lines per second
- Printer Supports text and logo printing
- Operating Temperature 0°C to 55°C
- Paper Polished paper 57mm 60GSM and ERC-09
- Seamless Ribbons



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**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.	GST 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	



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**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:**

13. 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).*
14. 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.
15. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPNODL, bid process, bid technology, bid documentation and bid details.
16. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
17. 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.
18. 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.
19. 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.
20. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
21. 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.
22. The prices submitted by a bidder during the auction event shall be binding on the bidder.
23. No requests for time extension of the auction event shall be considered by TPNODL.
24. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**





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## **Annexure VII**

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

**Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Payment receipt printing Door to Door Payment Collection and Recovery of Arrear (Supply Disconnection/Re-connection & DN Delivery)**

This document is divided into 2 parts:

Part-A- It comprises of the SOW & SLAs for the Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Payment Receipt printing and Door to Door Payment Collection

Part-B- It comprises of the the SOW & SLAs for Revenue recovery activity of the single phase consumers

### **PART-A**

The scope of work consists of Meter Reading Cum Spot Billing, Bill Distribution, Bill printing, payment receipt printing and Door to Door Payment Collection at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) while using GPRS based and GPS enabled smart mobile phones. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPNODL.

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

- b) The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with minimum **(10000mAh)** and Bluetooth printer along with stationery for bill printing as per requirement of TPNODL. The minimum specification of Phones is annexed under the heading of **Android Device Minimum Configuration**.
- h) Mobile phones should have enough storage space to store historical & current consumer, metering, billing & collection data for the entire day and also have enough battery backup for up to 8-10 hours.
- i) The Business Associate(s) shall require to use 2 SIMs of 2 separate service provider with wider coverage of connectivity. TPNODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing & collection data to the TPNODL intermediate servers.
- j) Smart mobile phone shall have preloaded billing & collection data/previous billing & collection data fetched on real time basis, the meter reader shall enter current reading and the instrument shall calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPNODL's authorized format for Energy Bill.

- k) The device should be GPRS based(3G/4G/5G) GPS enabled to identify reading / billing location, remote transfer of billing & collection data and side by side to track the location of meter reader on real time basis for monitoring purpose. The charge for usage of data, including SIM rental towards communication through GPRS shall be born by the vendors.
- l) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible and the impression should last for at least 6 months from the date of printing.
- m) Bill distribution with acknowledgement for Spot-bill and Non Spot-bill consumers
- n) Check meter reading by the business associate supervisor through Special Site verification of 2% cases for single phase and 3 phase consumers.

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

## **12. Proposed Scope of Work in details:**

The proposed areas of work together with the deliverable are further elaborated in the following sections. **Engineer In charge of the Contract (EIC)** may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding Meter Reading, Spot Billing, bill printing, Bill Distribution, and Door to Door Payment Collection & payment receipt printing activity will lie with EIC & same shall be final & binding to both parties.

There are **5** Circles, **16** divisions, **50** Sub divisions and **153** sections across TPNODL Licensee area. Count of consumers are also attached for reference in attachment with tender enquiry. Name of attachment is "**Consumer Details**".

**The price bid shall be invited from all eligible bidders division wise, keeping into account the rural & Urban consumer population in the divisional area.**

Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection activity will be carried out in these **16** divisions of 5 Circles. Engineer In charge of the contract (**EIC**) reserves the right to place order initially for a particular division(s) in a circle, which may be increased gradually and more divisions of the circle shall be allocated as per performance of the selected bidder.

**Business Associate(s) shall have to collect Door to Door payment for both current demand and arrears collection for both the rural and urban 1-phase non Govt. consumers.** The overall period of the contract shall be for a period of 2 years. The contract value shall however initially be placed for a period of one year only. TPNODL reserves the right to extend the contract value on a year to year basis for a period of further 1 years as per the agreed rates.

- 65) Bidder requires to submit Price bid for all the Divisions in as many circles as interested in the attached format as Annexure -I Price Bid.**



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- 66) Immediately after awarding of the contract, Business Associate(s) should agree for submission of a detailed execution and resource deployment plan to TPNODL at least 7 days prior to the commencement of work.
- 67) Training of all BA employees is a must. Business Associate(s) will organize training of manpower (All Types) once in a quarter (Three months). All the new manpower inducted shall be given adequate days of mandatory Technical/Functional/Customer Behavioural training by the Business Associate about the field activities pertaining to Meter Reading & Payment Collection including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPNODL and implemented in the presence of TPNODL representative. Failure of this will invoke penalty of 1% in the Business Associate(s) bill per billing cycle per training session missed. Further in case of misuse of I-Card, any loss/damage/expenses borne by TPNODL shall be recovered from the Business Associate(s).
- 68) 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.
- 69) 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 Meter Reading Cum Spot Billing / Bill Distribution and Door to Door payment collection shall be jointly agreed upon between TPNODL and the BA in such case.
- 70) 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.
- 71) If the work entrusted is not proper and to the satisfaction of TPNODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of the concerned Division. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one month notice.
- 72) In case, the Business Associate(s) desires to discontinue the work from its end, three months advance notice shall be served.
- 73) 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. 25 months.
- 74) Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- 75) TPNODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.

- 76) All the terms and conditions of GCC shall be applicable.
- 77) Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s) may also be asked to do meter reading, bill distribution & special site verification of 3-phase consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPNODL.
- 78) Business Associate(s) shall ensure 100% clear & legible Photo Meter Reading for all consumers, showing the meter no. and meter reading (reading parameters as per Single-phase/ 3-Phase meters- Both TOD & Non-TOD) in the same frame, failing which it will attract penalty as per Penalty clause 9(a)10. The meter reading, bill generation, bill distribution and Door to door Payment Collection shall be conducted sequentially in optimized routes as per existing route cycles. The vendor shall prepare billing binder/DT Wise Route Map for LT consumers. This route map shall be uploaded in the hand held mobile device and shall be used to prompt the next LT Consumer automatically as per route map, post completion of the spot billing activities for one LT consumer.
- 79) Any new connection / addition shall be promptly updated in the existing walking sequence data base. No extra payment shall be made for this activity.
- 80) Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, bill distributor, or bill collector associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPNODL. Verification of the employee will be as per the directions & norms of the TPNODL.
- 81) Business Associate(s) shall ensure Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection of consumers within stipulated time schedule as specified by TPNODL.
- 82) Meter Readers, Bill distributors and Bill collectors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). Half yearly fitness certificate for each BA to be ensured through a Govt. authorized centre.
- 83) In case of termination of any employee by Business Associate(s), same shall be informed to TPNODL specifying reasons for termination



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- 84) Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPNODL.
- 85) Provision has to be made by the Business Associate(s) that meter reader & payment collector employees may not switch off the GPS, data connection and use any other application, internet other than the spot billing & payment collection application as prescribed by TPNODL. The Business Associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader/payment collector.
- 86) In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (As per the Penalty Clause no.9(a).9) on this account on receipt of the complaint from the customer or TPNODL's staff after due verification by the Junior Engineer whose decision shall be final.
- 87) In case the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPNODL database system on time on a daily basis.
- 88) It is the responsibility of the Business Associate(s) to submit the Cash, Cheque & Demand draft into the Bank account of TPNODL and any loss incurred in transit or any insurance expenses to this effect has to borne by the Business Associates.
- 89) The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL.
- 90) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- 91) All personnel deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for reading, billing and Bill Collection should not be less than 18 years of age.
- 92) Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass, supervisors having minimum qualification of Graduation Degree from a reputed University, having sufficient knowledge of job so as to ensure that various jobs are completed within



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predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Details of such manpower shall be provided to TPNODL before commencement of the work under this Agreement. Range of meter reading per month per meter reader should be maximum **1200 for urban areas**, while range of meter reading per month per meter reader should be maximum **1000 for Rural areas**, to maintain quality of reading. Similarly the agency shall ensure that one meter reader will take maximum 150 numbers of reading per day effectively in rural area and 200 numbers of reading per day in urban area. In case of exceptions, a prior intimation to be sent to the EIC and permission shall have to be taken. If the number of bill generation exceeds the figure mentioned above without prior permission, then charges for such claim by them will not be paid. TPNODL decision regarding this shall be final and binding.

- 93) Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots and umbrella/ Rain Coat (during rainy season) for all BA Staff.
- 94) Immediately upon completion of any and all jobs under this Agreement, Business Associate(s) shall submit a daily report to TPNODL detailing the jobs carried out. TPNODLs representative shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Business Associate(s), certify the same.
- 95) The personnel should be conversant to read write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
- 96) The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
- 97) It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the Business Associate(s).
- 98) The area/ binders allocated to BA Staff for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection shall rotate every 6 monthly in consultation with TPNODL, or in between, as advised by TPNODL.
- 99) TPNODL will carry out independent checks, as required.



- 100) Agency shall do Prior Canvassing at site for Meter Reading/Spot Bill and or Payment Collection before the scheduled Spot Billing date & a future date shall also be intimated to consumers for collection purpose.
- 101) Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall be paid as per rates applicable for bill delivery of SBM & Non-SBM consumers & no additional payment shall be made.
- 102) No payment shall be made for Not Read cases where no Meter Reading/Remark captured by the Business Associate(s).
- 103) House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate. The following sequence of activities shall be carried out in case of House Lock cases.
- 104) In case of House lock cases detected by the Meter reader in the 1<sup>st</sup> month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TPNODL at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the premise locked along with capturing of RRI details. Business Associate(s) shall also share his business Whatsapp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and meter no. In one frame from Consumer in case of permanent House Locked & other Provisional reading remarks.
- 105) After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
- 106) During the 2<sup>nd</sup> visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
- 107) Against balance cases of House Lock at least 5% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPNODL in every month.
- 108) In the next month the meter reader shall try to take actual reading of all pending house lock cases detected in the previous month. If the house is again found locked then the meter reader shall serve notice to the consumer in prescribed format (by way pasting the



notice on the premises) to remain present for meter reading on the date of his planned 2nd visit (during the month).

- 109) However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
- 110) Business Associate shall improve the provisional reading cases on month on month basis after initial stabilization of 2 months from the effective date of contract. The monthly target (About 5 %) for reduction of the provisional reading shall be shared with agency before commencement of monthly reading schedule. Failure in reduction of the provisional reading cases shall attract a penalty as per Penalty **clause no. 9(a).2. NB. In case the Business Associate(s) over-achieve the monthly provisional reading target , incentive shall be given to the agency on the % of cases improved above target @ 120% of the normal charges**
- 111) The Business Associate(s) shall provide list and sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database , duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database & electro-mechanical meters installed at site along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
- 112) Note: - No separate remuneration shall be paid to the Business Associate(s) for the 2<sup>nd</sup> visit and supervisor's visit as proposed above.
- 113) In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPNODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPNODL) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.
- 114) It is the responsibility of the Business Associate(s) to download the customer and meter reading data in SBM machines as per the schedule of meter reading binder wise/DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter



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reading and billing data shall be uploaded automatically to TPNODL server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient.

- 115) It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TPNODL) and inform the concerned authority for necessary action.
- 116) The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL, failing which it shall attract Penalty as per **Penalty clause no.9 (a).4.9.**
- 117) Data uploading / downloading to TPNODL system will be on daily basis unless otherwise mutually agreed. TPNODL will make payment as per the customer's correct bill given by the Business Associate(s) per customer basis.
- 118) In case of average billing (due to defective meter or in case no meter) the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
- 119) In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection due to unavailability of smart mobile phones and Bluetooth printer along with stationery for bill printing.
- 120) Business Associates shall keep enough no. Of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/ damaged.
- 121) TPNODL has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.



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- 122) The software will be provided by TPNODL for Meter Reading, Spot Billing and Door to Door Payment Collection activities which the business associates should only use and no other software shall be used.
- 123) The Business Associate(s) shall be allowed to collect revenue both current demand in full amount & arrears of electricity dues.
- 124) The Business Associate(s) has to operate on prepaid mode of collection. The Business Associate(s) has to deposit the top up amount in advance and the agency shall be permitted for collection only up to the limit of top up amount. The payment data shall be uploaded to TPNODL server on real time basis. In case of exigency or where there is no mobile coverage, offline mode of collection shall be permitted with appropriate security deposit. In such case, deposit of the collected money within T+1 day regularly should be ensured as per place, office, bank specified by TPNODL, otherwise this may lead to cancellation of the agreement. In case where there is no mobile coverage, the payment collection shall be made on offline mode in the same device and the payment data of such offline mode shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient
- 125) The amount collected beyond assigned area of coverage, amount shall not be considered for collection performance.
- 126) Any multiple payment receipts from a consumer in a month shall be considered as one.
- 127) If any financial irregularity by the Business Associate(s) is noticed, TPNODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.
- 128) All Employees of Business Associate(s) shall follow TPNODL code of conduct & TPNODL ethics policy.

**13. TERMS & CONDITIONS: -**

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

6. Bidder has to fill quotations for all divisions of a circle mentioned in tender enquiry contract.
7. Under normal scenario, one Bidder shall not be allocated more than one circle after outcome of technical and Commercial Bid Evaluation.
8. TPNODL reserves the right to award more than 1 circle to one bidder keeping in view least cost, its credentials, performance and capacity to ensure SLA.
9. Bidder should have the required hardwares like smart mobile phones, Blue tooth printer and other accessories & stationery required for carrying out the services.
10. Bidder shall arrange and install adequate No of desktops/printers for carrying out the activities listed in scope of work.

**Table 1. Circle Wise & Division wise consumer count details:**

Circle	Division	Div. Area Sq. Km.	Total Consumers	Rural Consumers	Urban Consumers	Rural Consumers %	Urban Consumers %
BALASORE	BED BALASORE	302.42	59,063		59063	0.00	100.00
	BTED BASTA	457.86	80,063	80063		100.00	0.00
	JED JALESWAR	874.55	1,14,089	103536	10553	90.75	9.25
	CED BALASORE	1024.39	1,11,282	109871	1411	98.73	1.27
	SED SORO	1146.78	1,44,789	112493	32296	77.69	22.31
BHADRAK	BNED BHADRAK	1786	1,80,011	149099	30912	82.83	17.17
	BSED BHADRAK	719	1,11,460	111460		100.00	0.00
BARIPADA	BPED BARIPADA	3904	2,25,939	192339	33600	85.13	14.87
	UED UDALA	1828	1,04,539	100268	4271	95.91	4.09
	RED RAIRANGPUR	4686	1,96,829	189972	6857	96.52	3.48
JAJPUR	JRED JAJPUR ROAD	1092	96,015	80579	15436	83.92	16.08
	JTED JAJPUR TOWN	876	98,381	92375	6006	93.90	6.10
	KUED, KUAKHIA	920	1,14,784	114784		100.00	0.00
KEONJHAR	KED KEONJHAR	3816	1,05,566	90250	15316	85.49	14.51

	JOED JODA	1752	81,392	55495	25897	68.18	31.82
	AED ANANDAPUR	2672	1,27,738	120706	7032	94.49	5.51
<b>Total</b>		<b>27,857</b>	<b>19,51,940</b>	<b>17,03,290</b>	<b>2,48,650</b>	<b>87.26</b>	<b>12.74</b>

NB:-The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs(Women Self Help Groups)

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

- j) Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- k) Business Associate(s) would have to establish an official set ups at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
- l) Spot Billing Business Associate(s) would engage an experienced Project Manager to report to TPNODL nodal officer for overall monitoring across the allocated divisions
- m) Business Associate(s) will employ separate manpower for spot billing and payment collection for each Division with at least one Nodal Officer/ Supervisor/ Manager separately for spot billing & collection activity who will coordinate & monitor all activities / take guidance / assistance from TPNODL.
- n) Business Associate(s) will employ a district in-charge at each circle for effective and efficient coordinating and monitoring the spot billing & collection activity at all divisions falling under that circle and also take guidance / assistance from EIC/person deputed by TPNODL for continuous improvement.
- o) Down-loading billing and Collection data from billing server at Division/Sub Division level for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- p) Up-loading billing and Collection data into the billing & collection database for enabling spot billing and Door to Door Collection as per the schedule.
- q) Downloading & merging of data files from Spot Billing and Door to Door Collection devices on to the base computer system.
- r) Performing validation checks to ensure through
  - o Completion of data
  - o Correctness of data format



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- ii) Uploading the meter-reading, billing and Collection data to the billing & collection database server-----
- jj) The Business Associate(s) is also liable to assist TPNODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book, phone number, route/walking sequence & meter status details etc.
- kk) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TPNODL.
- ll) The Business Associate(s) will submit meter-reading, billing and Collection data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TPNODL & will upload the same in TPNODL system.
- mm) Meter-reading, billing and Collection work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level shall attract penalty according to penalty & Incentive Clause mentioned
- nn) Meter reading and bill distribution activity is to be undertaken on Monthly basis or, as decided by TPNODL depending upon the urban & rural geography of the area.
- oo) Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPNODL informed of such changes in system. Business Associate(s) shall provide to TPNODL finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TPNODL along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
- pp) Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead(KVARH) and TOD peak and off peak readings etc. Besides these key parameters the Meter Readers are also expected to match & record CA, Meter Sr. No., Supply address, consumer category use, meter make etc. and report TPNODL in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from TPNODL or prior approval by TPNODL from time to time.
- qq) The business Associate(s) shall extend all reasonable support to TPNODL in a drive for recording any other statutory information required which TPNODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for



meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location, Air-Conditioners installed at consumer premise etc..

- rr) Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPNODL to not only correct, update the data base but book, prosecute consumers offenders, indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
- ss) The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TPNODL database within the stipulated time (as decided by TPNODL), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
- tt) Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a **penalty @ Rs 2/-** per mobile number per consumer.
- uu) Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
- vv) Business Associate(s) shall arrange meter reading preferably through collapsible/ foldable ladder where meter is installed at height. At least a ladder should be available at each location.
- ww) Business Associate(s) will assist TPNODL to process the No Meter cases completely, as per procedure, and as required by TPNODL. Where meter existed earlier at site or as per records of TPNODL, and meter reader finds no meter at site, the Business Associate(s) shall submit to TPNODL such report, or undertake such measures, as per procedure, and as required by TPNODL, within one billing cycles as per process. Such no-meter cases brought by the Business Associate(s) more than two times consecutively in the billing cycles shall not be paid for by TPNODL. However, if any cases where connections have become dead/in-active/Not in Billing Net in TPNODL database be given to the Business Associate(s) for checking site condition, these cases will be paid on normal meter reading rates even in those cases where no meter is found at site.





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- xx) Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. **Penalty of Rs.100 per case** shall be imposed on such cases if found. Business Associate(s) will read/report all meters in a premise and report cases which were not given in the downloaded data and report these as extra connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system(with reading, correct DT/Binder, adjoining CA and Walking Sequence.) plus assist TPNODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, business Associate(s) shall be given an **incentive of Rs. 250 per such case** as per **clause 9(b) (1)**. At the end of each financial year BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a **penalty of Rs. 500** per such case found by TPNODL.
- yy) Meter reading, billing, bill distribution and door to door payment collection is a composite activity and in case one of these activities not completed effectively & efficiently ,the job will be treated as incomplete, no payment shall become payable and TPNODL will be at liberty to get it done through alternative sources and impose penalty as decided by EIC.
- zz) Full payment against current demand shall be considered while processing of BA invoices for Door to Door Collection only where **100% current demand** is collected.
- aaa) Business Associate(s) shall assist TPNODL to resolve and reduce the number of exceptions brought in by meter readers as per performance standards.
- bbb) Business Associate(s) shall assist TPNODL and ensure that Consumers complaints regarding Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPNODL.
- ccc) Since the Meter reading, billing, bill distribution and door to door payment collection depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment or causing any harassment to the Consumer of TPNODL.
- ddd) Business Associate(s) shall assist TPNODL in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance
- eee) Business Associate(s) shall provide all necessary support in implementing new/ innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing & collection performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.

- fff) Business Associate(s) shall be required to provide readings & other meter /consumer related details (as desired by TPNODL) for a specific or group of consumer meters. All these special meter reading process / special site verification reports are to be completed & updated/uploaded in TPNODL system within 3 days or within the period specified by the EIC. Bifurcation of types of special visit cases is mentioned as (Special Meter Reading: Such cases requiring basic reading parameters ranging from reading and MDI pertaining to current & history, reading remark, supply status, Photo of Meter Reading at Site, captured separately from the normal scheduled meter reading). Separate charges shall be admissible for these special meter reading cases in the format as prescribed by TPNODL
- ggg) If the billing/mailling address is different than consumer's address of actual connection, then in such cases vendor shall deliver bills to the mailing address well within the due date for which no extra cost shall be paid.

Note: These special meter reading cases can be of any division in TPNODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected& Door Locked supported by valid proof like photograph& associated field information etc in the prescribed format as decided by TPNODL. will only be covered under the normal meter reading rates and no payment will be given in any other provisional remark. Continuous No-Meter and Disconnected consumers beyond 2 billing cycle consecutively shall not be paid.

- Availability: The Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection service is to be available at least 99.0% of the defined service delivery time. In case of failure, all damages fees will be as per the penalty defined in **Section 9(a)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

## 15. Security of Data

The Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall describe approach and methodology in:

- By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
  - Authorization, Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution.
- In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack.

- In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.
- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.

Securing the relevant infrastructure and integrating with existing TPNODL infrastructure security including network perimeter defences, server security, and data infrastructure security.

- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

## 16. **Maintenance**

- c) **Scheduled Maintenance:** Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPNODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPNODL.
- d) **Emergency Maintenance:** - Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPNODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPNODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPNODL.

## 17. **Responsibility Matrix:**

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

- 39) Identify a Core Team of Officers for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- 40) The Core Team will coordinate interactions with Billing/IT departments as well as the Technical departments in the matters of providing necessary data; acquire relevant authorizations and other administrative assistance. The primary information requirements shall be the following. Commercial and Revenue Information: Billing and collection databases of consumers for past.
- 41) Identify appropriate officers to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).



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- 42) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.
- 43) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- 44) The Business Associate(s) shall open a temporary co -ordination office near corporate office of TPNODL. Submit a Weekly report to the Nodal Officer from CSO and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- 45) .The Business Associate(s) will have to furnish the Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection program along with the name of meter-reader prior to starting the reading in a particular designated area by 5th of each month.
- 46) The Business Associate(s) shall not undertake distribution of any other advertisements, pamphlets, etc. along with the electricity bills unless it is authorized by Engineer-in charge of the Contract.
- 47) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
- 48) Number of slippage in schedule – with respect to Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- 49) Number of errors in recording Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- 50) Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- 51) The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- 52) While TPNODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.
- 53) The personnel engaged by the Business Associate(s) shall be deemed always as their employees and the TPNODL is not concerned with their engagement conditions and the remuneration. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPNODL at any time and furnish the same to TPNODL before commencing the Contract.
- 54) The Business Associate(s) has to support TPNODL for organization of necessary camps to improve the billing and collection percentage.
- 55) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPNODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- 56) On the receipt of written complaint from TPNODL, the Business Associate(s) shall take action against the particular meter reader or collector within a month of receipt of such complaint.
- 57) The meter readings along with the meter status, nature of premises, status of the service and condition/status of the seals should be furnished to the concerned for scrutiny. The Business Associate(s) is responsible for reporting the correct category of the consumer.



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- 58) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- 59) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) on a per-day basis.
- 60) In case of Meter Reading & Spot Billing, there shall not be any exceptions like "door lock". In such a case, the Business Associate(s) is expected to report on a daily basis.
- 61) Meter readings of a consumer shall be taken on the fixed date as specified and any deviation of meter reading date will attract penalties.
- 62) The Business Associate(s) shall employ such persons with minimum qualification with working knowledge of electrical meters. They should be, in sufficient number to complete the work within the stipulated time-frame.
- 63) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- 64) Seasonal uniforms along with cap shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- 65) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- 66) Business Associate(s) shall arrange and help in Redefining of walking sequence. Marking of walking sequence every connection on site within 3 billing cycle on painted plate.
- 67) Business Associate(s) shall arrange to be ensured Quarterly health Check-up for related to Medical Fitness + Eye sight from Govt. authorized Center.
- 68) Business Associate(s) shall support in Continuous Updating of Database from feedback received from Site.
- 69) Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- 70) The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers, bill distributors and payment collectors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division. Necessary identity cards will be issued to the persons engaged for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection by the Business Associate(s).
- 71) It is recommended that In-Charge of Business Associate(s) should perform the 1<sup>st</sup> level of filtration, so as to remove all the trivial cases. Given the volume of data to be inspected, TPNODL would recommend a team of 15 meter-readers and 15 Bill collectors per In-





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Charge. Hence, depending on the number of consumers and (meter-readers & Bill collectors), the Business Associate(s) might have to appoint more than one In-Charge.

- 72) TPNODL would not consider cases of "Address Not Traceable" as a valid excuse for missing meter-readings and bill collections. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPNODL' S staff, penalties would be imposed accordingly as a wrong remark.
- 73) During the course of the engagement, TPNODL is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. Moreover TPNODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- 74) Any additional information related to the Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection required by the TPNODL should be furnished as instructed from time to time.
- 75) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 76) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

**18. Cross Area Checking**

- 3) Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TPNODL. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPNODL area and will not be limited to the Division allocated to the Business Associate(s).
  - 4) The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Activity and following logic to be used to consider the Normal Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection purpose.
- 19.** Cases which shall not be given to the Business Associate(s) in bulk quantity would be referred as Special Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. Normally count of these cases will be less than 2% of total quantum in respective category however TPNODL reserves the right to change it as per requirement.

**Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. The Detailed table for payment, Incentive and penalty is also given in the annexure namely, Payment Type, Incentive & Penalty Details.**

## 9(a). Penalty:

### 1. Consumers not billed:

Sl No	Condition	Penalty
1	Above 95%	Nil
2	Between 85% to 95%	10% of the quoted price per consumer per billing cycle for shortfall in billing beyond 85% and up to 95% of live consumers.
3	Between 75% to 85%	15% of the quoted price per consumer per billing cycle for short falls in billing beyond 75% and up to 85% of live consumers.
4	Between 65% to 75%	20% of the quoted price per consumer per billing cycle for short falls in billing beyond 65% and up to 75% of live consumers.
5	Below 65%	Notice for Termination may be issued along with penalty of 20% of the quoted price per consumer per billing cycle for shortfall in billing.
6	If the billing remains below 65% continuously for three consecutive months.	The contract will be automatically terminated along with penalty of 20% of the quoted price per consumer per billing cycle between 65% to actual.

### 2. Consumers billed on Provisional basis

If the Provisional cases are found under a particular Division above certain percentages, then the following penalties will be deducted.

Sl No	Percentage of Provisional Billing	Penalty
1	Up to 5%	Nil
2	Greater than 5%	Claim amount for the Spot billing consumers billed on provisional over and above 05% of the billed consumers shall not be paid.
3	Greater than 10%	Claim amount of total consumer billed on such remarks shall be deducted while making payment to the agency

**NB:-** For every 1% Non-Achievement of provisional Billing target per month per Division shall attract Penalty of Rs.10,000/- and the part thereon.



### 3. Consumer Coverage for Door to Door Collection

SI No	Percentage of Consumer Coverage	Penalty
1	80% and above	Nil
2	Less than 80% up to 60%	10% on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 60% and up to 80% of total consumers billed.
3	Less than 60% up to 50%	15 % on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 50% and up to 60% of total consumers billed.
4	Below 50% limit	20% on total Quoted Price per consumer per billing cycle for shortfall in coverage below 50% to actual consumer consumers billed.

### 4. Other Penalties

SI No	Condition	Penalty
1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business Associate(s).
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TPNODL prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading, Cash / Cheque Collection.	Up to max. Of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution, Door to Door Payment Collection and Disconnection details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10 days.
5	d) Any wrong positing of payment into someone else account. e) Any Cheque bounced during collection due to negligence of the Collector. f) Any complaint for payment not posted and error due to account of Business associates	Rs. 100/- per case
6	In case of Unethical activity	Penalty of Rs 3000/- per instance Further in case unethical activity is proved, the BA shall take strict action including termination of the concerned BA Employee. Furthermore, any further loss incurred shall be recovered by TPNODL from the Business Associate(s).

7	Non-Submission or unclear Photo	Rs.10/- per case
8	Late Submission of data	5% of the invoices value of the binder late submitted per day or Rs. 100/day/binder whichever is higher (Subject to cap of 15% of total invoice amount per month).
9	Data Security breach	Rs.10000/- for each such incident. TPNODL also keep right to take action as per prevailing laws including contract termination with security amount infringement.
10	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
11	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case
12	Late submission/ non submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case
13	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPNODL works and Penalty of four times of the amount embezzled /bribe to the agency.
14	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPNODL.
15	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

- IV. Maximum penalty under all clauses above shall be limited to 30% of monthly billing charges (i.e. Total No of Live consumers\*Price agreed for billing per consumer per month).
- V. All penalties would be deducted from the monthly-bill payment made to the Agency. In case of payment has been made against the monthly bill and subsequently detected wrong billing then the penalty shall be deducted in the current monthly bill.
- VI. The Executive Engineer of the concerned Divisional Office/HoG - Meter Reading & Billing/Commercial Manager is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved, then it can approach the Head -RCM/GM-Commerceat Head office for adjudication.

## 9(b). Incentive/Rewards:

### 1.Spot Billing

SI No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system not given in downloaded data(with reading,	Rs. 250/Case to concerned meter reader through Business Associate(s) on resumption of billing.

	correct DT/Binder, adjoining CA and Walking Sequence.)	
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader/collector reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPNODL Ethics Patrika.
4	Improvement for reduction of provisional reading/billing.	Incentive shall be given to the agency @ 120% of the normal charges for the cases where the Agency improves the reduction of provisional reading/billing over and above the monthly target cases.
5	capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer

### 3. Door to Door revenue collection Incentive

Sl No	Percentage of Consumer Coverage	Incentive
1	Above 90% of Consumer coverage.	10% of the quoted price per consumer per billing cycle for coverage above 90% on incremental coverage.
2	Surveillance cases reported and booked for illegal restoration of supply, Direct Theft, Supply taken from other sources.	Rs. 100 / case to Business Associate(s). Rs.200 / Case to specific agent through Business Associate(s).

### 9(c) Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader & Payment collector in each circle/divisions
- Best Supervisor in a circle/division
- Best District In charge in a Division
- Best Agency in maximum delta improvement in meter reading, billing & payment performance in Circle/Division

### 20. Android Device Minimum Configuration

- 64 GB Micro SD CARD Support
- 5G/4G / 3G / GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: 7.1.2 to 10.0
- Internal Memory: Minimum 16GB storage and 4 GB RAM (For Mobile)

- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are available
- Battery backup of Smart mobile Phones: Support of minimum 10+ hrs.

## **PART-B**

### **Revenue Recovery**

BA involved in Door to Door to collection is also required to ensure the recovery of arrear dues from the consumers who have not paid the arrear outstanding. For which the BA shall collect the defaulter lists along with Disconnection Notice and acknowledgement sheets from EIC concern and serve to the defaulter consumers. The BA shall collect the payment from the defaulter consumer and ensure disconnection of power supply to the consumers who does not make payment even after issuance of DN within due time.

### **SCOPE OF WORK and OPERATIONAL GUIDELINES:**

The Scope of work shall consist of collection of arrear from the defaulter consumers and disconnection of power supply to the consumers who does not make payment with in due time against the disconnection notice served and Surveillance activity for disconnected consumers under TPNODL. The entire job covers the following:

- 28) The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC .
- 29) The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
  - f) Date of service of notice.
  - g) Name and Detail address of the consumer with father /spouse name
  - h) Nearest land mark of the premises
  - i) Adjacent consumer number
  - j) Mobile number of consumer/Person receiving the notice
- 30) After expiry of due date, the Staffs engaged by the BA shall visit to the defaulting Consumers premises and can collect the outstanding dues.
- 31) In case consumer does not pay the Dues, the BA shall disconnect the service connection. In Effective Disconnection, service cable of the defaulting consumer shall be cut in such a

way that restoration of supply through the same cable shall not be possible. Disconnection shall be supported with the photographs of the disconnection by removal of cable/meter- wherever required by EIC. Map indicating the portion of premises to which electricity was being supplied by disconnected K. No should be provided in all cases. Also the landmark for reaching the premises to be given.

- 32) Telephone no. and other contact details have to be captured from site visit and reported to TPNODL .Also pole numbers to be captured against disconnection cases.

Business Associate has to mark the disconnected cable with red tape while executing disconnection orders.

- 33) Surveillance of all the disconnected cases to be ensured routinely after effective disconnection and reporting of case for illegal restoration of supply, Direct Theft, Supply taken from other sources (along with details of connection supplying electricity), to be submitted to the EIC concern of TPNODL on weekly basis.

- 34) The prioritization for recovery with percentage of amount against arrears shall be done as per the advice of the EIC concern of TPNODL.

- 35) Marking/Pasting of sticker (as provided by the TPNODL) may be done in case of non-payment cases which are to be disconnected.

- 36) Agency is also required to note down the meter reading and other parameters are required while visiting the consumer premise for recovery of dues and submit the same to TPNODL.

- 37) BA shall engage sufficient separate manpower for Recovery activities against cases allocated for whole month. This manpower shall exclusively be used for recovery purpose only and can't be used for any other work allocated to the agency under this contract.** Persons engaged should have qualifications as per Contractor safety Management System.

- 38) Agency shall keep at-least one team at each sub-division level which includes Supervisor, Collector, technician and helper in each team.**

- 39) All the transport/lifting facilities at site shall be arranged by the BA at no extra cost to TPNODL.

- 40) The BA shall arrange vehicles, Tools and equipment for carrying out the work at his cost and shall ensure that Vehicles complies with all requirements as per the Motor Vehicles Act 1988 and are in good and safe state of working. The vehicle should preferably a \*\*Type 2 vehicle – Mini truck (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

- 41) TPNODL shall have the right to seek credentials of the personnel engaged by the BA as also their qualification details. In cases where a particular personnel deployed by BA is not acceptable, BA shall arrange for removal within 24 hours. Personnel whose replacement has been sought by TPNODL shall not be deployed elsewhere by the BA.

- 42) The Quality Check to be done by concerned Authorised officials of TPNODL of around 2% of the cases reported to be not recovered and in case wrong reporting is found like

reported as site/meter not traceable etc. Penalty will be applicable only for those cases where actual QC is carried out by TPNODL and not for balance or untested cases.

- 43) In case of any discrepancy is found/reported in the work performed, BA shall rectify the same at his cost immediately, failing which, TPNODL reserves the right to get it done at BAs cost and recover damages from him.
- 44) Agency shall maintain the record of Duplicate DN Issued to them along with reasons for issue of duplicate case in case issue of duplicate DN is attributed to BA's negligence.
- 45) In case of change / Termination of BA, BA shall handover all the pending cases to the new vendor in presence of EIC with proper receipt from the new vendor. Settlement of account of BA shall be done only after 3 months from the date of termination / change of BA to safeguard interest of company and consumers for any misdeeds of BA noticed post termination / change for the work done till termination / change.
- 46) Agency undertakes to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of those of his employment or to any other person whomsoever, during the contract.
- 47) Agency shall also pay the taxes or dues payable to the Govt. or any other local authority in connection with all the works provided for in this contract and for all the materials brought on the site and/or used for this work and shall indemnify TPNODL and hold them harmless against any liability on account of any such levies charges or taxes.
- 48) BA shall deploy adequate labour considered necessary by TPNODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the EIC beyond normal working hours or on Sundays and Holidays.
- 49) TPNODL has a right to instruct the BA to replace the manpower in case of any bad workmanship or where the work is not satisfactory. No work shall be subleased.
- 50) Daily report shall be submitted by the BA to the EIC concern of TPNODL.
- 51) All personnel deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for the job should not be less than 18 years of age
- 52) Monthly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 53) TPNODL shall not be responsible, if the Agency infringes the laws or statute of India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.
- 54) Similar process as defined in Door to Door Collection Model is to be adopted for accepting payments/collection of Dues against DNs (pre-paid model)
- 42) Business Associate shall undertake to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of Whose of your employment or to any other person whomsoever, during the contract.
- 43) Business Associate(s) shall, for the duration of the contract, provide and maintain in good order and condition all such protective apparel and equipment( such as gloves, safety helmets, gumboots, goggles, safety belts, etc. ) for all workmen and staff engaged for





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contract work as may be required to be used by law and/or by the Companies. You shall ensure that such protective apparel/equipment are worn and used by your workmen and staff.

- 44) Bidder shall deploy adequate manpower considered necessary by TPNODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the Engineer in charge beyond normal working hours or on Sundays and Holidays.
- 45) TPNODL has a right to instruct Business Associate(s) to change workers in case the workmanship or speed of work is not satisfactory. No work shall be sub-
- 46) EIC to carry out quarterly audit of safety tools and procedures and penalty to be levied on account of non-compliance as per Contractor safety Management System.
- 47) In the event of Business Associate(s) not being in a position to complete the contract or any part thereof for any reason whatsoever, the TPNODL will make alternative arrangements to complete the work at Business Associate's cost, risks and responsibility.
- 48) Business Associate(s) will get the work done through trained/experienced/licensed technicians only. You will be responsible for the safety of your work force and safety /loss to the consumer at whose premises the work is performed. You will take Suitable WCA insurance to adequately cover your technicians/ work force & submit a copy of the same to TPNODL.
- 49) Appropriate Manpower with requisite skill sets for carrying out the disconnection services would be provided by the bidder for each division so allocated. The prioritization for execution of disconnection service shall be done by the Engineer in charge
- 50) Bills to be raised on a monthly basis for cases completed during a month and submitted to TPNODL. Bills submitted beyond two months will not be accepted. However final decision regarding acceptance to be taken by EIC
- 51) All types of DAs shall be part of this contract including Payment defaulters with Arrears , Door Locked and Enforcement DAs.

**Penalty/ Liquidated Damages:**

7) The Business Associate shall provide the feedback to the concerned Engineer- In - charge within 15 calendar days of the receipt of the advice failing which TPNODL have every right to levy penalty under following cases.

- c) If Disconnection Order, DO ( henceforth called DA) value is Rs. 5000/- or below , the LD will be calculated @ Rs. 50/- per week ( 7 days) or part thereof per day beyond 20 calendar days from date of handover.
- d) If DA value is above Rs. 10000/- than the LD will be Rs. 100/- per day beyond 15 calendar days from the date of handover.





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8) If the bidder fails to execute any particular DA, penalty at the rate Rs. 100/- will be levied. Also the above DOs shall be taken back from the agency and the same will be got executed from some other source.

9) If any unethical activity is reported LD of Rs 10000/- per instance would be levied. Also agency will be liable for following penalty/action: Removal of Agency's employee from the job. (Voluntary/ on advice of TPNODL). Penalty of double the amount embezzled and bribe taken by employee of the agency. Where embezzlement is more than Rs. 10000/- police action against the employee has to be taken by the Business Associate(s) under intimation to TPNODL..In cases such instances exceed more than 5 in one financial year the agency may be black listed.

10) BA Shall maintain the record of Duplicate DA Issued to them along with reasons for issue of duplicate DA in case issue of duplicate DA is attributed to BA's negligence, Rs. 50 per DA shall be recovered from BA'S Bills.

11) In case of change of BA / Termination of BA, BA shall handover all the pending DOs to the new agency in presence of Engineer in Charge of TPNODL. Settlement of account of BA shall be done only after 3 months from the date of termination / change of BA to safeguard interest of company and consumer for any misdeeds of BA noticed post termination / change for the work done till termination / change.

12) For any single fatal accident BA will be liable to deduction of Rs. 50,000 for each instance during a financial year and in case such instances exceed more than three times during a year ,BA will be blacklisted. In addition for any major injury(Bone Injury/Burn Injury/Hospitalization more than 48 hour) BA will be liable to deduction of Rs.20,000 for each instance during a financial year and in case such instances exceed more than three times during a year ,BA will be blacklisted.

### **Incentive Payment**

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) found at site. This information will be sent in writing by BA to EIC or, and person nominated by the TPNODL 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, **incentive to the tune of 4%** of recovered amount excluding all taxes, duties etc. shall be shared with result of information provided by BA. This amount will be given to BA within 30 days of recovery made as a result of information provided by BA. All the payments made will be after TDS deduction. Bills will be raised by BA. However



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BA shall ensure no harassment of any kind faced by consumer due to the above activity being carried out by BA. Any violation may lead to termination of contract and any other contractual action as specified in the contract elsewhere. Also BA may be disqualified for future contracts.

**Annexure VIII**  
**Inspection Test Plan**

NA

**Annexure IX**  
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## 4.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 5.0 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:

- Record, address and allay the issues and concerns on ethics raised by different stakeholders like employees, consumers, vendors, Associates etc. by initiating immediate corrective actions.



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6. 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.
7. Ensure proper framework of policies as preventive measures against any ethics violation recorded by them.
8. Prepare and submit MIS of all issues and concerns, corrective and preventive actions on monthly basis to the top management for their information.

All Associates and Stakeholders are requested to register any grievance on ethics violation on reported to the following e-mail ID: [ceooffice@tpnodl.com](mailto:ceooffice@tpnodl.com)

## **6.0 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, 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



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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
<b>A</b>	<b>For bidders already Registered with TPNODL</b>	<b>100</b>
<b>A.1.</b>	<b>No violation of statutory compliances in last 1 year.</b> Deduction of 2 marks for each instance of violation in last 1 year. <b>Safety</b> Deduction of 2 marks for each instance of safety violation in last 1 year. Deduction of 5 marks for each reported Non-Fatal Accident in last 1 year In case of any reported fatal accident: <b>ZERO MARKS</b>	20  20
<b>A.2.</b>	<b>Timely Execution of Contracts</b> Total Achieved Score = {30 – 3 x (Avg. percentage LD deductions in last 2 years)}	30
<b>A.3.</b>	<b>Legal Issues with TPNODL</b> Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
<b>B</b>	<b>Bidders new to TPNODL</b>	<b>100</b>
<b>B.1.</b>	<b>Visits</b> 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 (Vendor Evaluation form attached as annex L). <b>Safety</b> Score achieved against BA Safety Management System Questionnaire	30  20
<b>B.2.</b>	<b>Client Referrals</b> At least 3 nos. Customer References for similar services in last 3 years. All customer references shall be either of the following: ▪ 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>B.3.</b>	<b>Blacklisting Information</b> Not blacklisted / debarred by any reputed organization/utility in last 2 years: 20 marks else 'Zero' marks	20

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

## 5.0 PRICES/RATES/TAXES

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by 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

- 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 EIC, TPNODL.

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

Bills/ invoices shall mention Associate's GST Registration Number, PAN number as applicable.





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

### **6.3 Payment & Statutory Deductions**

Payment shall be released within 45 days from the submission of the bills. The associate shall submit "No Demand Certificate" in the format as per Annexure-D at the time of receipt of full and final payment. In case any non-compliance to contract conditions comes to TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

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

#### **6.3.1 Statutory Deductions**

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Office of CFO, TPNODL located at TPNODL located at TPNODL Corporate Office, Januganj, District Balasore ,Odisha, India – 756019.

### **6.4 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.

### **6.5 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 NEFT 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**

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:

- 3% of the RC value as per prevailing Govt. Orders however same can be change or enhanced in case of any change in Govt. direction BA is supposed to be paid the difference of PBG amount as and when demanded by TPNODL. 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.

## 9.4 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

## 9.5 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
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**\*\*Classification of BAs 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.

12. Barricading to be provided at site to cover complete area.
13. Construction material and waste should be inside the closed area made by using barricading.
14. Water sprinkling/fine spray from nozzles to be done to suppress the dust.
15. The board of Dust mitigation measures shall be displayed at site for public viewing with required details.
16. Loose sand or soil and construction material that causes dust shall be covered.
17. 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.
18. 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.

19. Grinding and cutting of building materials in open area shall be prohibited.
20. Construction material and waste should be stored only within earmarked area and road side storage of construction material and waste shall be prohibited.
21. No uncovered vehicles carrying construction material and waste shall be permitted.
22. 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.

## 19.0 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,



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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 vendor or by encashment of the SPBG as the case may be.

#### **12.4 Cost of repairs on failure in GP**

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

#### **12.5 Guarantee period for Goods Outsourced**

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

#### **12.6 Latent Defect**

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

#### **20.0 LIQUIDATED DAMAGES**

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





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

- d) 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.

#### **20.1 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. The TPNODL management will review on the LD Waiver Request on the facts and will decide about the LD Waiver which may be part or the % of the LD imposed, however the TPNODL's management decision will be full and final.

#### **20.2 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.

#### **21.0 ASSIGNMENT OR SUBCONTRACTING**

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

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPNODL in the contract document



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

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

## **22.0 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.

## **23.0 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**

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.

## **24.0 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.

## 25.0 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.

## **22.0 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.
- 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.

## **23.0 SUSPENSION OF CONTRACT**

### **21.1 Suspension for Connivance**

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:

- j. 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
- k. 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.
- l. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- m. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- n. 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.
- o. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- p. 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.
- q. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- r. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPNODL.

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

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





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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:

- f. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- g. 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.
- h. 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.
- i. 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.
- j. 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:

- d. In case TPNODL exercises its right of termination as stated above the associate shall not dispute or object to the same.
- e. 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.
- f. 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



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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**

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.

## **24.0 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 & the writ jurisdiction of Hon'ble High Court of Odisha at Cuttack and any matter arising here from shall be subject to applicable law in force in India.

## **25.0 ATTRIBUTES OF GCC**

### **25.1 Cancellation**



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

### **25.2 Severability**

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

### **25.3 Order of Priority**

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

### **26.0 INSURANCE**

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

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in 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.

### **31.0 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.

### 32.0 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.tpnodl.com](http://www.tpnodl.com) to provide your feedback according to the guidelines mentioned below:

### 33.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be lodged by log on to our website [www.tpnodl.com](http://www.tpnodl.com).

### 31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
3.	Performa for Performance Bank Guarantee (CP cum EP)	B
4.	Performa for No Demand Certificate by Associate	C
5.	Performa for Indemnification on Statutory Compliance	D
6.	Performa For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F
8.	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



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13.	Vendor Appraisal Form	L
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**ANNEXURE-A**

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

**TP Northern Odisha Distribution Limited**

**Balasore**

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:



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iii) If the Bidder withdraws his Bid during the period of bid validity specified in the Performa of Bid

Or

iv) 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)





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**ANNEXURE- B**

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

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

**Note:**

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

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**TP Northern Odisha Distribution Limited**

**Balasore**

**CP cum EP BG No.....**

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

11. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply cum erection / civil work of \_\_\_\_\_ (hereinafter referred to as "the said Equipment") for the price and on the terms and conditions contained in the said contract.
12. In accordance with the terms of the said contract, "the Vendor" 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.
13. In consideration thereof, we, \_\_\_\_\_ hereby irrevocably and unconditionally guarantee to pay to you on demand but in any case before the end of five working days from the date of the claim and without demur and without reference to "the Vendor" such amount or amounts not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and "the Vendor" shall have no right to question such judgment.
14. 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.
15. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by

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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.

16. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to "the Vendor's" liabilities in respect of the premises
17. This guarantee shall not be affected by any change in the constitution of our Bank or "the Vendor" or for any other reason whatsoever.
18. 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)
19. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the guarantee will remain in force up to and including \_\_\_\_\_ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
20. Unless a demand or claim under this guarantee is received by us in writing within one months from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

**Witness**

1. \_\_\_\_\_

Bank's rubber stamp

Banks full address

2. \_\_\_\_\_

Designation of Signatory

Bank official number



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**ANNEXURE-C**

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

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

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

**(Certificate No. CCP/002)**

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**



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**ANNEXURE – D**

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

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

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

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Signature**

**Place**

**Name Designation**

**(Company Seal)**



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**ANNEXURE-E**

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

To be printed on the letterhead

To,

**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**



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## **ANNEXURE - F**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by TPNODL Core Values:**

- g) **Integrity** – We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.
- h) **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.
- i) **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.
- j) **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.
- k) **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.
- l) **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:**

- j) Support and respect the protection of human rights and make sure that they are not complicit in human right abuses.
- k) Respect freedom of association and effective recognition of the right to collective bargaining.
- l) Not to resort to any form of forced and compulsory labour.
- m) Shall ensure abolition of child labour in his area of work.
- n) There is no discrimination in respect of employment and occupation in respect of his employees.
- o) Support precautionary approach to environmental challenges.
- p) Promote greater environmental responsibility by himself and his employees in his areas of work.
- q) Deploy and defuse environmental friendly technologies while carrying out the works.



- r) 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:**

- o) 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.
- p) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- q) 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.
- r) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- s) 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).
- t) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPNODL authorities.
- u) 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.
- v) 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.
- w) 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
- x) The Business Associate shall indemnify TPNODL from any liabilities under applicable Labour Statutes.
- y) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.



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- z) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- aa) 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.
- bb) 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.**

- e) 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.
- f) 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.
- g) 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.
- h) 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):**

- j) Submission of filled up Form 'A' for database (Annexure-1).
- k) Copy of PF Code allocation letter.
- l) Copy of ESI Code allocation letter.
- m) 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).
- n) Submission of duly filled up Form VI A (Notice of Commencement).
- o) Copy of insurance cover note under WC Act 1923 (if applicable).
- p) Copy of Contract Agreement.
- q) Copy of indemnity bond (if applicable).

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

## **7.0 Requirements during execution of work:**

- i) Copy of receipt of application for license / license (if applicable).
- j) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- k) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- l) Copy of Wage disbursement sheet / Bank statement.
- m) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPNODL authorities.
- n) Certification of wage disbursement by authorized representative of TPNODL.
- o) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- p) Insuring safe working practices at the workplace.

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

- e) Submission of duly filled up Form VI A (Notice of Completion).
- f) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).
- g) 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.
- h) 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:**

- 6) Form A
- 7) Form X
- 8) Form XI
- 9) Form VI A
- 10) Form XXIV



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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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



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If yes, furnish details:

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

Name of Insurance Company

.....

.....Policy No ..... Number of persons

covered ..... Period of coverage: From ..... To .....

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

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

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

**This Business Associate is / will be engaged in TPNODL.**

**(Signature and seal of**

**Officer I/c of the Work)**



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**Form G**

**Undertaking**

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

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

Date:



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**Form**

**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:

4. 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 obligation
- has been paid /settled in full and no amount/ compliance is due/ pending.

5. 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 \_\_\_\_\_

6. That M/s \_\_\_\_\_ hereby indemnify M/s TPNODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

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

Authorized Signatory

For M/s \_\_\_\_\_





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**FORM- VI A**

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

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



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**ANNEXURE – G**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

\_\_\_\_\_

( )

Authorized Signatory

For M/s

Seal



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**ANNEXURE-H**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

OEMs		Service Contractor		Material Contractor		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 Crore	
-------------------	--	--------------------	--	-------------------	--

**Additional information**

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

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

## **SECTION - A**

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

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
8	TPNODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPNODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPNODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPNODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	Are you satisfied with the overall payment release mechanism of TPNODL						
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	Circle / Division						
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 <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPNODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPNODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						



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**SECTION – C**

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

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

**SECTION - D**

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

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



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### SECTION – E

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

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

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

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

We thank you for your time and courtesy!!



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### **ANNEXURE - I**

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

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

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

13. 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).*
14. 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.
15. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPNODL, bid process, bid technology, bid documentation and bid details.
16. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
17. 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.
18. 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.
19. 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.
20. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
21. 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.
22. The prices submitted by a bidder during the auction event shall be binding on the bidder.
23. No requests for time extension of the auction event shall be considered by TPNODL.
24. 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**





NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021

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

#### 7. 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.

#### 8. 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.

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

- 3.4 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid / tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.
- 3.5 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.
- 3.6 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

## 10. 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 –

- 4.8 Maintenance of Distribution Network – *Annexure 3.1*
  - 4.9 Distribution Projects – *Annexure 3.2*
  - 4.10 EHV Projects – *Annexure 3.3*
  - 4.11 Maintenance of Sub transmission network – *Annexure 3.4*
  - 4.12 Civil / Generation Projects – *Annexure 3.5*
  - 4.13 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AMI, MRG, etc. – *Annexure 3.6*
  - 4.14 Maintenance and Operation of Street Light. – *Annexure 3.7*
2. 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.



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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.

## **11. 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.*

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

- 5.7.1 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.
- 5.7.2 Safety Talk / toolbox talk before start of shift to BA employees.
- 5.7.3 Ensuring the availability & proper usage of the standard safety equipment (PPE)
- 5.7.4 Periodic inspection of PPE to ensure their serviceability and maintaining the 10% buffer stock of standard PPEs.
- 5.7.5 Ensuring the adherence to standard operating procedures of TPNODL as mentioned in TPNODL Safety standard and O & M and concerned function's manual.
- 5.7.6 Safety inspections / audits as per the process of TPNODL
- 5.7.7 Working in close coordination Safety Group of TPNODL.
- 5.7.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and Safety Group of TPNODL immediately after its occurrence.
- 5.7.9 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.
- 5.7.10 Ensuring compliance with safety and other laws as may be applicable and providing for safety assurance.

**5.8 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.

5.8.1 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

5.10.6 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.

5.10.7 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)*

5.11 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 zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If 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.

**5.12 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.

**5.13 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*.

**5.14 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:

- 5.14.2 Epilepsy
- 5.14.3 Colour blindness
- 5.14.4 Deafness
- 5.14.5 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.

## 12. 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:

- 6.1.7 Working without PPE/ Safety Gadgets
- 6.1.8 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.9 Working without creation of effective safety zone
- 6.1.10 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.11 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPNODL.





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6.1.12 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 3<sup>rd</sup> violation.

## 6.4 Safety Violation Escalation Matrix

### 6.4.1

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)

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)

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)	<b>F</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	<b>F</b>	<b>G</b>	<b>G</b>	<b>H</b>	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	<b>G</b>	<b>G</b>	<b>H</b>	<b>I</b>	
4	Single fatality	<b>J</b>	<b>K</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>K</b>				
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.
<b>F</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>G</b>	Memo to BA and levy of penalty	Head of Group		20,000/-		
<b>H</b>	Memo to BA and levy of penalty	Head of Group		50,000/-		
<b>I</b>	Memo to BA and levy of penalty	Head of Department		2,00,000/-		
<b>J</b>	Memo to BA and levy of penalty	Head of Department		5,00,000/-		
<b>K</b>	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head		10,00,000/-		

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

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)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
<b>N</b>	Memo to BA and levy of penalty	Head of Group		25,000/-		
<b>O</b>	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
<b>P</b>	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
<b>Q</b>	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		
Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts						

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:

#### **III. For Death or Permanent / Total Disablement**

The BA shall take an insurance coverage of at least Rs. 10 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

#### **IV. 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>					
<b>- Is there a written company Safety policy?</b>  - If yes provide a copy of the policy, if No please refer Note 1.		1			
<b>- Does the company have an Safety Management system</b>  - If yes provide details, if No please refer Note 1.		1			
<b>- Is there a company Safety Management System manual or plan?</b>  - If yes provide a copy of the content page(s), if No please refer Note 1.		2			
<b>- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b>  - If yes provide details, if No please refer Note 1.		2			

Certification				
<i>Safe Work Practices and Procedures</i>				
<b>- Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b>  - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.  - Comments	1			
<b>- Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
<b>- Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
<b>- Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			

Certification				
<b>- Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
<b>- Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
<b>- Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</b>  - If yes provide details	1			
<i>Safety Performance Monitoring</i>				
<b>- Are employees regularly provided with information on company health and safety performance?</b>  - If yes provide details	1			
<b>- Has the company ever been convicted of an occupational health and safety offence?</b>  - 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)			



Certification				
	ONE for each case			
<ul style="list-style-type: none"> <li>- Has there been any fatal accident of employee at TPNODL site in past.</li> <li>- (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO.</li> <li>- In case of yes please refer Note 4.</li> </ul>	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
Company Reference				
3. Name of company 4. Name of company				

## Note

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

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

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

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

- xii. Action plan for enhancing safety awareness
- xiii. Action plan for safety training of employee
- xiv. Action plan for increasing safety audit in field
- xv. Action plan for provision and utilization of safety PPE.
- xvi. Action plan for fatality reduction.
- xvii. Action plan for enhanced supervision at site
- xviii. Action plan for making employee more responsible and accountable for safety.
- xix. Action plan for availability and utilization of all required tool and equipment.

- xx. *Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.*
- xxi. *Safety initiatives planed or started recently.*
- xxii. *Any other point.*

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

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

***Risk Assessment Form***

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ul style="list-style-type: none"> <li>10. Mandatory usage of JSA checklist prior to start of work</li> <li>11. Use appropriate ladder</li> <li>12. Use full body safety harness having double lanyard.</li> <li>13. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes.</li> <li>14. Use Safety helmet.</li> <li>15. Use PPE as per the annexure 7 of this CSM document</li> <li>16. Refer Work instruction related to Working at Height for other details</li> <li>17. Use of metal scaffold to be ensured in height work (cup lock type)</li> <li>18. Deploy competent workforce who are medically fit</li> </ul>

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working on electrical equipment / network	Electric flash / electrocution	3	<ul style="list-style-type: none"> <li>9. Mandatory usage of JSA checklist prior to start of work</li> <li>10. Use Electrical Safety Shoes while working on electrical network.</li> <li>11. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>12. Use face shield / visor attached with helmet.</li> <li>13. Use Safety helmet.</li> <li>14. Use PPE as per the annexure 7 of this CSM document</li> <li>15. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>16. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ul>
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ul style="list-style-type: none"> <li>6. Use safety shoes.</li> <li>7. Use Safety helmet.</li> <li>8. Use PPE as per the annexure 7 of this CSM document</li> <li>9. Hard Barricading of the worksite.</li> <li>10. Refer Work instruction related to excavation / civil work for other details</li> </ul>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ul style="list-style-type: none"> <li>6. Mandatory compliance of crane checklist</li> <li>7. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>8. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>9. Use PPE as per the annexure 7 of this CSM document</li> <li>10. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ul>

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Road Safety	Road Accidents	3	2. 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.



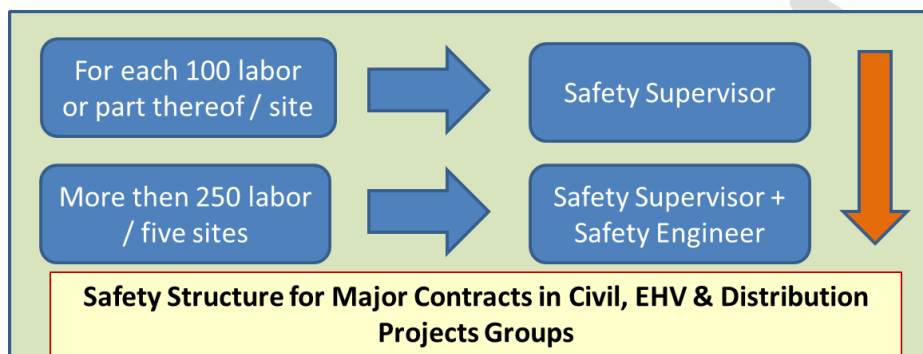
## Annexure 3.2 (Refer Para 4.0)

### 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)**

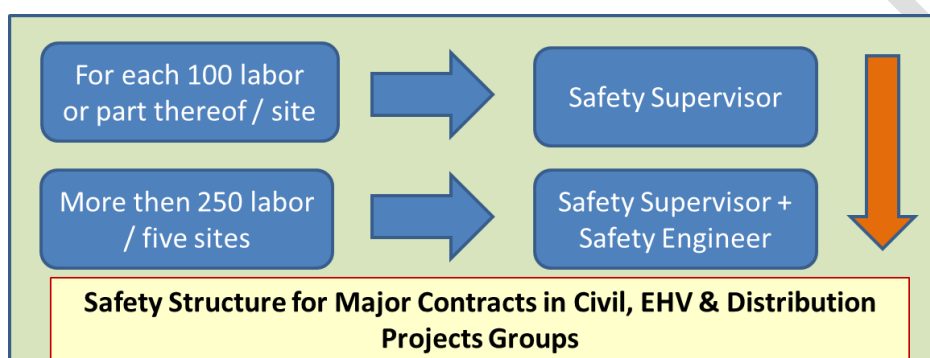
**General Safety Conditions for the major EHV Projects Contracts:**

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.



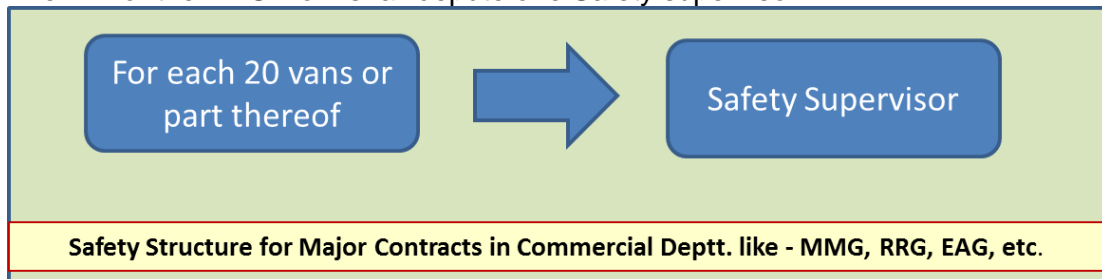
## Annexure 3.6 (Refer Para 4.0)

### General Safety Conditions for the major contract work in Commercial Department like – Meter Reading, Billing, Collection, Disconnection, 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)

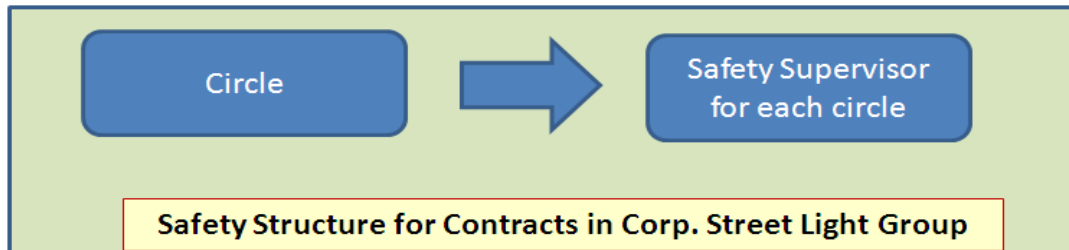
### **General Safety Conditions for the major contract work in O&M of street light group:**

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/2021-22/002 Dtd.26.04.2021

**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 :

10. 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 sub-contractor and its employees, representatives etc.
11. 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.
12. That the Contractor shall be fully responsible for ensuring occupational health and safety of its employees, representatives, agents as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
13. 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.
14. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.



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15. 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.
16. 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 .
17. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPNODL during the contract period.
18. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold 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 /Subcontractor 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*):**

5. Formal education in ITI – Wireman/ Electrician trade.  
OR
6. Working experience of minimum three years of practical wiring.  
OR
7. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
8. A candidate must have attained the age of Eighteen years.

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

4. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.  
OR
5. 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
6. 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 Zone Creation

**Session: 1**

**Topic:** Electrical Safety Aspects

**Sub Topics:**

5. Learning specifics of HT & LT Network of zone
6. Major type of HT / LT / service lines / street light maintenance works
7. Understanding the need of Safety
8. 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 zone 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

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

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

#### **Session: 4**

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

#### **Session: 5**

**Topic: Practical demonstration of Safety Zone creation**

### **FREQUENCY**

#### **Regular Safety Training Program**

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

#### **One Day Induction Safety Training Programs:**

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of 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)	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:

6. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
7. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPNODL.
8. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
9. All tools required as per the contract must be according to respective IS / EN standards.
10. 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 (Colour – Black) with PU toe cap.	IS: 15298(Part-2) and with test report of electrical resistance.	

02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	
04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		

07	Safety Chain for shorting cum earthing.	As per TPNODL standard	
08	Reflective jacket to each workman	As per TPNODL standard	

*Note : Picture shown are for indicative purpose only. Actual product may differ.*



Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record <i>(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)</i>		Monthly	F09 (COR P - 12)
Safety Talk Register		Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

**Annexure 8 (Refer Para 5.8) LIST OF AUDITS TO BE CONDUCTED**

Note:

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



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**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

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

Name of BA:

.....

Name of the Project and Purchase order No:

.....

Date of commencement of work:

.....

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

.....

Cumulative Man Hour worked:

.....

Total Number of

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

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

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from 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.*



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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  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.



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*Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5<sup>th</sup> of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.*

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

### **ANNEXURE-L**

#### **VENDOR APPRAISAL FORM**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>			
<b>VENDOR:</b>			
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b>		:
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>		:
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b>		:
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b>		:
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b>		:
<b>7.0</b>	<b>CREDIT LIMIT</b>		:

<b>8.0</b>	<b>TECHNICAL</b>		
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	8.2	NO. OF DRAUGHTSMAN	:
	8.3	COLLABORATION DETAILS (IF ANY)	:
		8.3.1 DATE OF COLLABORATION	:
		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:

		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:

	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC. (AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0		<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>	:
12.0		<b>SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS</b>	:
13.0		<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>	:
14.0		<b>POWER SITUATION</b>	:
15.0		<b>LABOUR SITUATION</b>	:
16.0 *		<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	
17.0		<b>ORGANIZATIONAL DETAILS</b> 8. PF NO 9. ESI NO 10. INSURANCE FOR WORK MAN COMPENSATION ACT NO 11. ELECTRICAL CONTRACT LIC NO 12. ITCC / PAN NO 13. SALES TAX NO 14. WC TAX REG. NO	:
18.0		<b>DOCUMENTS TO BE ENCLOSED:</b> 19. FACTORY LICENCE 20. ANNUAL REPORT FOR LAST THREE YEARS 21. TYPE TEST REPORT FOR THE ITEM 22. PAST EXPERIENCE REPORTS 23. ISO CERTIFICATE –QMS, EMS, OHAS, SA 24. REGISTRATION OF SALES TAX 25. COPY OF TIN NO. 26. COPY OF SERVICE TAX NO. 27. REGISTRATION OF CENTRAL EXCISE 28. COPY OF INCOME TAX CLEARANCE. 29. COPY OF PF REGISTRATION 30. COPY OF ESI REGISTRATION 31. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 32. COPY OF ELECTRICAL CONTRACT LIC NO	



	33. COPY OF PAN NO 34. COPY OF WC TAX REGISTRATION 35. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 36. GSTN CERTIFICATE	
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\* **Classification of BA s under SC/ST shall be governed under following guidelines:**

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

**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/Vendor:** 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.

## 8. Safety Policy

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## TPNODL

### 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: 01<sup>st</sup> April 2021

(Bhaskar Sarkar)  
Chief Executive Officer

Lighting up Lives!



## 9. Safety Organization & Responsibilities

### 9.1 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 fulltime 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/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractors'/Subcontractors' Site Manager is responsible, and will be held accountable, for the safety of their sub-contractors and 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.

### 9.2 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.

### 9.3 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



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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.

#### 9.4 Vendor/Contractor

Vendors/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.

### 10. 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.

#### 10.1 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](http://www.tatapower.com))

#### 10.2 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](http://www.tatapower.com))

#### 10.3 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](http://www.tatapower.com))

#### 10.4 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



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

#### 10.5 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](http://www.tatapower.com))

#### 10.6 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 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com))

#### 10.7 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](http://www.tatapower.com))

#### 10.8 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](http://www.tatapower.com))

#### 10.9 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](http://www.tatapower.com))

#### 10.10 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-TPSMS/CSP/FSM/011 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com))

## 10.11 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](http://www.tatapower.com))

## 10.1 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](http://www.tatapower.com))

## 10.2 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](http://www.tatapower.com))

## 10.3 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](http://www.tatapower.com))

## 10.4 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](http://www.tatapower.com))

## 10.5 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](http://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](http://www.tatapower.com)) for your reference.

## 11. 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.

### 11.1 Tata Power Site Safety Orientation

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All Tata Power contractor and subcontractor 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

#### 11.2 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.

#### 12. 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.

#### 13. 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

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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, vendor 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.

#### 14. 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 Equipments, lifting Tools & Tackles and hand tools used at site	%	80	5
4	Condition of tools, tackles and equipments	%	100	15
	<b>Lag Indicators</b>			
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
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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 (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure ( LOTO Not followed )	5	5000/-
10.	ELCB of more than 30 mA/ELCB not working	5	5000/-
11.	On/Off switch of welding m/c not working	5	5000/-
12.	Electric cable tied with metal wire	5	5000/-
13.	Leakage found DA hose / cylinder	5	5000/-
14.	Use of LPG	5	5000/-
15.	Use of Three-wheeler at the work site.	5	5000/-
16.	Starting the job without Tool Box Talk	5	5000/-
17.	Splatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/-
18.	No safety latch in crane hook	5	5000/-
19.	Load raised or swung over people or occupied areas of buildings	5	5000/-
20.	Persons standing in swing area of construction equipments.	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 life line 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 cables into socket, without using plug.	4	2000/-
30.	Use of damaged electrical cable/two core cables.	4	2000/-
31.	Inflammable material found in D.B Room./ welding areas.	4	2000/-
32.	Loose material falling into excavated pit	4	2000/-
33.	Water logging into excavated pit	4	2000/-
34.	No / inadequate Barricade	4	2000/-



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

Sr No	Description of violation	Severity	Penalty /
65.	Trying to board or alit from running vehicle.	3	500/-
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/-
67.	Flash-back arrester not used.	3	500/-
68.	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 provide when the vehicle is parked.	3	500/-
71.	Suitable Trolley not provided to hold the cylinders.	3	500/-
72.	Locked First Aid box	3	500/-
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/-
74.	Person found jumping barricading tape	3	500/-
75.	Stacking of pipes, pile casing , drums without chock blocks/wedges	3	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders)	5	1000/-
84.	Sleeping at Work Place	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Non functional Head light/ tail light and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-



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Sr No	Description of violation	Severity	Penalty /
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-
102.	• Third Time	5	5000/-
103.	Serious Violation Of House Keeping (after 1 <sup>st</sup> or 2 <sup>nd</sup> warning to be decided by Project Manager depending on the severity)		Rs.10000/- and above
104.	Repeat Violation of same nature	5	5X Violation

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**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 at our website:

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

The Contractor is requested to bring any concerns regarding this to the notice of our Chief-Contracts & Material Management e-mail [sunil.bhattar@tpnobl.com](mailto:sunil.bhattar@tpnobl.com).

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**ANNEXURE XII**  
**ENVIRONMENT & SUSTAINABILITY POLICY**



**CORPORATE ENVIRONMENT POLICY**

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

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

(Praveer Sinha)  
CEO & Managing Director

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

**TATA POWER**  
Lighting up Lives!





NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021

## **Open Tender Notification**

**For**

**Meter Reading, Billing & Collection (MBC) Services at TPNODL**

**Tender Enquiry No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021**

**Due Date for Tender Fee: 05.05.2021 [15:00 Hrs.]**

**Due Date for Bid Submission: 20.05.2021 [15:00 Hrs.]**

**TP NORTHERN ODISHA DISTRIBUTION LIMITED  
(A TATA Power and Odisha Government Joint Venture)**

**Contracts & Material Management Department,  
Corporate Office, Januganj, Balasore-756019**



NIT No.: TPNODL/OT/2021-22/002 Dtd.26.04.2021

**Procedure to Participate in Tender**

**Tender Enquiry No- TPNODL/OT/2021-22/005 Dtd.26.04.2021**

<b>Tender Enquiry No.</b>	<b>Work Description</b>	<b>EMD (Rs.)</b>	<b>Tender Fee (Rs.)</b>	<b>Last Date and Time for payment of Tender Fee</b>
TPNODL/OT/2021-22/002 Dtd.26.04.2021	Meter Reading, Billing & Collection (MBC) Services at TPNODL	9 Lakh	5,000	05.05.2021, 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:

5. 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
6. 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 [umesh.sahoo@nescoodisha.com](mailto:umesh.sahoo@nescoodisha.com) / [purchase@nescoodisha.com](mailto:purchase@nescoodisha.com) before last date and time for payment of Tender Fee.



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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.

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 vendor 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>

## 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
<b>Annexures</b>	
I.	Schedule of Items
II.	Technical Specifications
III.	Schedule of Deviations
IV.	Schedule of Commercial Specifications
V.	Document Check List
VI.	Acceptance Form for Participation in Reverse Auction Event
VII.	Scope of Work & Service Level Agreement
VIII.	Inspection Test Plan
IX.	General Condition of Contract
X.	Safety Policy and Safety Terms and Conditions
XI.	Tata Code of Conduct (TCoC)
XII.	Environment & Sustainability Policy

## 5.0 Event Information

### 1.1 Scope of work

Open Tenders are invited in e-tender bidding process from interested bidders for entering into a Rate Contract valid for a period of Two Years as defined below:

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	Meter Reading, Billing & Collection (MBC) Services at TPNODL	9,00,000/-	5,000

### 1.2 Availability of Tender Documents

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

### 1.3 Calendar of Events

(a)	Last Date of receipt of Tender Fee	05.05.2021 ; 15:00 Hrs
(c)	Last Date of receipt of pre-bid queries, if any	07.05.2021 up to 15:00 Hrs
(b)	Date & Time of Pre-Bid Meeting (If any)	10.05.2021 at 15:00 Hrs
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	13.05.2021 up to 18:00 Hrs
(e)	Last date and time of receipt of Bids	20.05.2021 up to 15:00 Hrs
(f)	Date & Time of opening technical bids & EMD	20.05.2021 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.

### 1.6 Mandatory documents required along with the Bid

- 1.6.1 EMD of requisite value and validity
- 1.6.2 Tender Fee in case the tender is downloaded from website
- 1.6.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.6.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)
- 1.6.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.6.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.6.7 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.



- 1.6.8 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: -

- 3.6.1 EMD of requisite value and validity
- 3.6.2 Tender fee of requisite value
- 3.6.3 Price Bid as per the Price Schedule mentioned in Annexure-I
- 3.6.4 Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- 3.6.5 Filled in Schedule of Deviations as per Annexure III
- 3.6.6 Filled in Schedule of Commercial Specifications as per Annexure IV
- 3.6.7 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.

### **3.7 Qualification Criteria**

- 3.7.1 The prospective Bidder(s) should be a registered Sole Proprietor Firm / Partnership Firm/ Company, possessing valid HT Electrical License. In case bidder does not have Electrical Contractor License, he can submit the undertaking and shall provide the valid HT license before the award of contract issued from the ELBO (Electrical License Board of Odisha), Government of Odisha.

#### **The Bidder should possess the followings:**

- Valid EPF Registration Certificate.
- Valid ESI Registration Certificate.
- Valid Labour License.

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

#### **The Bidder should also possess valid:**

- Valid GST Registration Certificate.
- Valid PAN No.

3.7.2 The Average Annual Turnover of the prospective bidder(s) during FY 17-18, FY 18-19 and FY19-20 should be equal to or more than Rs. 6 Crores.

OR

Minimum Rs. 7 Cr. in any one FY 17-18, FY 18-19 and FY 19-20

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

1.7.3 The bidder should have experience of door to door collection / meter reading cum spot billing / Meter reading & bill distribution / Meter Reading in any distribution utilities during last 3 years and should be either of the following:

a. Three similar completed works not less than the amount equal to 15 Lac

OR

b. Two similar completed works not less than the amount equal to 20 Lac

OR

c. One similar completed works not less than the amount equal to 30 Lac

Note- Above mentioned values / amount can be from any single category of experience or combination of any or all of the experience categories mentioned.

1.7.4 Bidder must have taken Meter Reading through use of Mobile/Hand Held Device (HHD) as well as Printing & spot delivery of bills to at least one Lac Consumers per month continuously for a period of at least one year.

1.7.5 The bidder shall have its own hardware like Android phone and Blue tooth printer required for carrying out the service

Bidder should have Performance Certificates for at least two years satisfactory performance from minimum 1 reputed Power Distribution Utility, having consumer base of more than 3 lakhs.

1.7.6 Bidder should not be blacklisted by any Govt. Organization / utility. Bidder to give the self-certification for it.

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.

1.7.8 Sub-contracting shall not be allowed. Bidder must submit the undertaking along-with all documents as per GCC - Service.

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

## 1.11 BAs Confidentiality

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

## 6.0 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 02 years (Price of Year 1 + Price of Year 2), for each individual Division as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPNODL however, reserves the right to split the order Division wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates.
- TPNODL will award maximum One Circle subject to maximum Three Divisions to a single bidder. However, TPNODL shall reserve the right to decide the no. of Circles and allocation of the particular Circles to a respective BA while awarding the Contract
- Bidder shall mandatorily submit their capability to handle maximum quantum of Work during the contract tenure period.
- **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



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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. 9,00,000/- (Rupees Nine Lacs 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, failing which it shall not be accepted and the bid as submitted shall be liable for rejection. EMD in the form of BG/ Bankers Pay Order shall be required to be submitted only at the Office of HOD-Procurement as addressed hereunder-

TP NORTHERN ODISHA DISTRIBUTION LIMITED  
(A Tata Power and Odisha Government Joint Venture)

Contract & Material Management Department  
Corporate office: Januganj, Balasore, Odisha-756019

EMD May also be submitted through NEFT/ RTGS as per Bank details provided below with proper furnishing of submission details

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:

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

**The technical bid shall be properly indexed and is to be submitted through TPNODL**



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**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.

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. Umesh Prasad Sahoo

Contact No.: 9438906445

E-Mail ID: [umesh.sahoo@nescoodisha.com](mailto:umesh.sahoo@nescoodisha.com)

##### GM Contracts

Name: Mr. Nirmal Kumar Das

Contact No: 9438906007

E-Mail ID: [purchase@nescoodisha.com](mailto:purchase@nescoodisha.com)

##### Chief – Contracts & Material Management:

Name: Mr. Sunil Bhattar

E-Mail ID: [sunil.bhattar@tpnodl.com](mailto: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 rate 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.**

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.

#### **3.13 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

#### **3.14 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:***

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

**Or**

- f) The case of a successful bidder, if the Bidder does not  
v) accept the purchase order, or  
vi) furnish the required performance security BG

**3.15 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.

**6.0 Bid Opening & Evaluation process**

**4.1 Process to be confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the 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





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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.

#### **4.6 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 and reserves the rights to conduct the manual negotiation with the BA who is declared L1 after Reverse Auction. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

#### **17.0 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 award of contract 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 requirement or nullify the award decision without assigning any reason thereof.

In case any BAs is found unsatisfactory during the Contract period, the award will be cancelled and TPNODL reserves the right to award other BAs who are found fit.

#### **18.0 Order of Preference/Contradiction:**

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

17. Schedule of Items (Annexure I)
18. Post Award Contract Administration (Clause 7.0)
19. Submission of Bid Documents (Clause 3.0)
20. Scope of Work and SLA (Annexure VII)
21. Technical Specifications (Annexure II)
22. Inspection Test Plan (Annexure VIII)
23. Acceptance Form for Participation in Reverse Auction (Annexure VI)
24. General Conditions of Contract (Annexure IX)

## 19.0 Post Award Contract Administration

### 7.1 Special Conditions of Contract

- The overall period of the contract shall be for 2 years. 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 1 year 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 vendor by TPNODL whichever is later.
- Company shall reserve the right to change the number of Customers in 1 or 2 divisions / Circles (as the case may be) considered in the contract during the period with 1 month notice in advance
- TPNODL reserves the right to make changes to the scope of work with a view to optimize on the overall cost to TPNODL. The vendor shall fully cooperate with TPNODL in making such changes with an aim for overall cost optimization. The revised charges shall be jointly agreed upon between TPNODL and the vendor in such case.
- In case, a mutual consensus on the rates and other terms and conditions is not reached at between TPNODL and the vendor, TPNODL reserves the right to terminate the contract by giving suitable notice period and allocating the same to any other vendor as deemed fit by TPNODL to maintain uninterrupted work conditions at site.
- Performance Bank Guarantee amounting to 3% of the first year contract value shall be submitted by the BA within 15 days from the date of award of rate contract, as per GCC for a period equivalent to contract validity period plus claim period of one year plus one month i.e. 49 months.
- TPNODL shall review the collection amount for the initial six months from the date of execution of contract and if the PBG amount is less than the average collection of 3 days then Business Associate(s) will be informed to furnish a Bank Guarantee of differential amount and BA shall be liable to deposit the additional PBG within 7 days from the date of information by EIC. This shall be valid for a period equivalent to contract validity plus claim period of one year plus one month one month. The said bank guarantee shall also be available as a security in relation to the transactions which may have taken place during the period commencing from effective date of this agreement till the date of Bank



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Guarantee. TPNODL may revise the PBG for second year considering the average collection of 3 days for entire first year collection and if the overall PBG deposited is lesser than this amount the BA shall be **liable to deposit the additional PBG within 7 days from the date of information by EIC.**

- TPNODL shall review the Bank Guarantee in line with Cash collection from time to time and if it is found to be less than the three consecutive day's Cash collection, additional Bank Guarantee shall be asked for in order to fully cover the risk.
- Insurance for physical Cash /Cheque/DDs/Pay orders shall be the responsibility of Business Associate(s) while accepting the TPNODL bills including  
Cash / Cheque / DDs / Pay orders lying at other sites until Cash / Cheque / DDs / Pay orders are carried from TPNODL & deposit in the TPNODL nominated Bank. Any loss, including consequential loss, to TPNODL due to theft/fire/burglary or any other untoward incidence etc. shall be made well to TPNODL within 48 hours of occurrence of incidence, failing which an interest @ 18% per annum shall be charged by TPNODL without prejudice to its other rights as may be available to it under law
- BA shall deploy resources within 15 days from date of placement of Release Order.
- Bidders shall be required to establish and open its own office in all Division of the Circle for which the Contract is awarded. Bidder are required to submit an undertaking with the bid document with respect to opening of the same within 20 days of award of Contract.
- 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 statutory compliances shall be ensured by BA
- All the terms and conditions of TPNODL GCC-Services shall be applicable.
- Qualification Matrix for BA Employees shall be as defined hereunder

Qualification Matrix for BA Employees (Mandatory)		
Manpower Type	Education	Experience
Project Head per Division	MBA or Engineering Degree or Diploma in Engineering and able to Read & Write English, Hindi & Odiya Language	Minimum 7 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer

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Supervisor	Minimum Graduate or Diploma and able to Read & Write English, Hindi & Odiya Language	Minimum 3 year of experience in similar activities of Meter Reading, Billing & Collection with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12 <sup>th</sup> Standard and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience
For Manning Collection Counter (one counter will be manned by one person at a time)	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 2 year of experience with exposure on working on Computer
For Reading, Billing & Collection activity	Minimum 12th Standard Pass and able to Read & Write English, Hindi & Odiya Language	Minimum 1 year of experience

## 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.

70% payment shall be released within 8 days from the date of submission of certified bills / invoices and rest 30% payment shall be released on verification of invoices and after deduction / withheld of applicable amounts.

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 / Operation 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:



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

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

Any ethical concerns with respect to this tender can be reported to the following e-mail ID: [ceoffice@tpnodl.com](mailto:ceoffice@tpnodl.com)

## **20.0 Specification and standards**

NA

## **21.0 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.

## **22.0 Safety**

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

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



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**Annexure-I**  
**Schedule of Items**

(.....) Electrical Division							
Meter Reading, Billing and Collection (MBC) Services							
Sl No.	Item Detailed Description	Unit	Qty.	Unit Price (Rs.)	GST (Rs.)	Unit Rate (All inclusive) (Rs.)	Total Price (All inclusive) (Rs.)
1	Meter Reading, Billing, Printing & Bill Distribution for Spot Billing Customers	Each	As per Table-1				
2	Door to Door Collection of rural Customers through cash/Wallet using TPNODL Mobile payment collection Application	Each	As per Table-1				
3	Door to Door Collection of rural Customers through Cheque / DD	Each	Average 100 Nos / Division				
4	Door to Door Collection of urban Customers through cash /Wallet using TPNODL Mobile payment collection Application	Each	As per Table-1				
5	Door to Door Collection of urban Customers through Cheque / DD	Each	Average 200 Nos / Division				
6	Special Meter Reading						
6a	Special Meter Reading For 1PH & NON-TOD Consumers	Each	1% of Total Consumer				
6b	Special Meter Reading For 3PH TOD Consumers	Each	Average 100 Nos / Division				
7	Special Door to Door Collection of 1PH Customers through cash using TPNODL Mobile Application	Each	1% of Total Consumer				
8	Special Door to Door Collection of 1PH Consumers through Cheque / DD	Each	Average 200 Nos / Division				
9	Special Door to Door Collection of 3PH Consumers through Cheque / DD	Each	Average 100 Nos / Division				
10	Bill Distribution for Non - SBM Customers		-				
10a	With acknowledgement	Each	Average 3000 Nos / Division				



10b	Without acknowledgement (not more than 5 % Approx)	Each	Max 5% of Total Consumer				
11	Door to Door Collection for Non-SBM Customers by Cheque / DD (through Mobile Application)	Each	Average 100 Nos / Division				
12	Distribution of any other letter(s) without Bill		-				
12a	With Acknowledgement	Each	Average 500 Nos / Division				
12b	Without Acknowledgement	Each	Average 10 Nos / Division				
13	Disconnection of 1-Phase consumer	Each	Average 5000 Nos / Division				
14	Reconnection of Supply of 1-Phase consumer	Each	Average 4000 Nos / Division				
15	Operating Vehicles for Disconnection Purpose inclusive all accessories and Manpower per vehicle(Tata Ace or Mahindra BSVI)	Each	Average 03 Nos / Division or Average 01 No / Sub Division				
Total Amount for First year (Year-1)- inclusive all taxes- in Rs.							
For 2 <sup>nd</sup> year, Percentage increment on unit price of 1 <sup>st</sup> year (in percentage)							
Total Amount for Second year (Year-2)- inclusive all taxes- in Rs.							

**N.B:** Price for Door to Door Collection should be provided in % of amount collected as well as amount per transaction (Multiple Transaction against a consumer in a particular month shall be treated as single transaction)



**NOTE:**

- The overall period of the contract shall be for a period of Two years. 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 One years as per the agreed (Pre-Finalized) rates and performance of the bidder. The bids will be evaluated commercially on the overall all inclusive lowest cost for each Circle for two years.
- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above in line with requirements mentioned in this document. Failing to do so, 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.

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## Annexure II

### Technical Specifications

#### Specifications

**Specifications for Android Device and Bluetooth Printer shall be as under :-**

#### **1. Android Device Minimum Configuration**

- 64 GB Micro SD CARD Support
- 5G/4G / 3G / GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: 7.1.2 to 10.0
- Internal Memory: Minimum 16GB storage and 4 GB RAM (For Mobile)
- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are available
- Battery backup of Smart mobile Phones: Support of minimum 10+ hrs.

#### **2. Technical Specification of Impact Printers**

- Type 2" Impact Printer
- Make Analogic, Epson, Zebra, Amigos Or Softland
- Battery 2600 mAh rechargeable battery
- Interface USB, RS 232 and BT 4.2
- Speed 2.7 lines per second
- Printer Supports text and logo printing
- Operating Temperature 0°C to 55°C
- Paper Polished paper 57mm 60GSM and ERC-09
- Seamless Ribbons

## 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.	GST 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	



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**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**



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## **Annexure VII**

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

**Meter Reading, Spot Billing, Spot Bill printing, Bill Distribution, Payment receipt printing Door to Door Payment Collection and Recovery of Arrear (Supply Disconnection/Re-connection & DN Delivery)**

This document is divided into 2 parts:

Part-A- It comprises of the SOW & SLAs for the Meter Reading, Spot Billing, Spot Bill Printing, Bill Distribution, Payment Receipt printing and Door to Door Payment Collection

Part-B- It comprises of the the SOW & SLAs for Revenue recovery activity of the single phase consumers

### **PART-A**

The scope of work consists of Meter Reading Cum Spot Billing, Bill Distribution, Bill printing, payment receipt printing and Door to Door Payment Collection at the premises of primarily single phase LT consumers, through the outsourced Business Associate(s) while using GPRS based and GPS enabled smart mobile phones. All such applicable activities have to be carried out on monthly basis or otherwise specified as per the schedule given to the Business Associate(s) by TPNODL.

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

- a) The Business Associate(s) has to procure adequate no. of smart mobile phones, power bank with minimum **(10000mAh)** and Bluetooth printer along with stationery for bill printing as per requirement of TPNODL. The minimum specification of Phones is annexed under the heading of **Android Device Minimum Configuration**.
- a) Mobile phones should have enough storage space to store historical & current consumer, metering, billing & collection data for the entire day and also have enough battery backup for up to 8-10 hours.
- b) The Business Associate(s) shall require to use 2 SIMs of 2 separate service provider with wider coverage of connectivity. TPNODL shall confirm the name of the service providers in particular divisions/sections for use of the online transfer of reading/billing & collection data to the TPNODL intermediate servers.
- c) Smart mobile phone shall have preloaded billing & collection data/previous billing & collection data fetched on real time basis, the meter reader shall enter current reading and the instrument shall calculate the bill as per the prevailing tariff structure and print the bill containing various heads of charges and other related information as per TPNODL's authorized format for Energy Bill.





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- d) The device should be GPRS based(3G/4G/5G) GPS enabled to identify reading / billing location, remote transfer of billing & collection data and side by side to track the location of meter reader on real time basis for monitoring purpose. The charge for usage of data, including SIM rental towards communication through GPRS shall be born by the vendors.
- e) Spot bill printing should be on dot-matrix/impact Bluetooth printer on good quality paper. The printing and the paper quality should be such that the printed bill parameters are clearly legible and the impression should last for at least 6 months from the date of printing.
- f) Bill distribution with acknowledgement for Spot-bill and Non Spot-bill consumers
- g) Check meter reading by the business associate supervisor through Special Site verification of 2% cases for single phase and 3 phase consumers.

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

## **2. Proposed Scope of Work in details:**

The proposed areas of work together with the deliverable are further elaborated in the following sections. **Engineer In charge of the Contract (EIC)** may increase or decrease the Consumer base, as the case may be, based on the performance of Business Associate. Final decision regarding Meter Reading, Spot Billing, bill printing, Bill Distribution, and Door to Door Payment Collection& payment receipt printing activity will lie with EIC & same shall be final & binding to both parties.

There are **5** Circles, **16** divisions, **50** Sub divisions and **153** sections across TPNODL Licensee area. Count of consumers are also attached for reference in attachment with tender enquiry. Name of attachment is "**Consumer Details**".

**The price bid shall be invited from all eligible bidders division wise, keeping into account the rural & Urban consumer population in the divisional area.**

Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection activity will be carried out in these **16** divisions of 5 Circles. Engineer In charge of the contract (**EIC**) reserves the right to place order initially for a particular division(s) in a circle, which may be increased gradually and more divisions of the circle shall be allocated as per performance of the selected bidder.

**Business Associate(s) shall have to collect Door to Door payment for both current demand and arrears collection for both the rural and urban 1-phase non Govt. consumers.** The overall period of the contract shall be for a period of 2 years. The contract value shall however initially be placed for a period of one year only. TPNODL reserves the right to extend the contract value on a year to year basis for a period of further 1 years as per the agreed rates.

- 1) Bidder requires to submit Price bid for all the Divisions in as many circles as interested in the attached format as Annexure -I Price Bid.**



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- 2) Immediately after awarding of the contract, Business Associate(s) should agree for submission of a detailed execution and resource deployment plan to TPNODL at least 7 days prior to the commencement of work.
- 3) Training of all BA employees is a must. Business Associate(s) will organize training of manpower (All Types) once in a quarter (Three months). All the new manpower inducted shall be given adequate days of mandatory Technical/Functional/Customer Behavioural training by the Business Associate about the field activities pertaining to Meter Reading & Payment Collection including working in field with Supervisor/experienced employee during the training period. The training program and agenda will be prepared in collaboration with TPNODL and implemented in the presence of TPNODL representative. Failure of this will invoke penalty of 1% in the Business Associate(s) bill per billing cycle per training session missed. Further in case of misuse of I-Card, any loss/damage/expenses borne by TPNODL shall be recovered from the Business Associate(s).
- 4) 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.
- 5) 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 Meter Reading Cum Spot Billing / Bill Distribution and Door to Door payment collection shall be jointly agreed upon between TPNODL and the BA in such case.
- 6) 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.
- 7) If the work entrusted is not proper and to the satisfaction of TPNODL and if there are any complaints from the consumers, penalties would be imposed at the sole discretion of the Executive Engineer of the concerned Division. If the work of the private Business Associate(s) continues to be unsatisfactory, the agreement shall be terminated by giving one month notice.
- 8) In case, the Business Associate(s) desires to discontinue the work from its end, three months advance notice shall be served.
- 9) 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. 25 months.
- 10) Unless communicated by TPNODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- 11) TPNODL appreciates and welcomes the engagement/employment of persons from SC/ST community or any other deprived section of society by their BAs.

- 12) All the terms and conditions of GCC shall be applicable.
- 13) Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection activity shall be done for all single-phase domestic, commercial, Public Institution (PI), Kutir Jyoti (KJ) customers etc. Business associate(s) may also be asked to do meter reading, bill distribution & special site verification of 3-phase consumers. The Business Associate(s) will optimize the overall process and ensure quality and time bound results including submission of information to TPNODL.
- 14) Business Associate(s) shall ensure 100% clear & legible Photo Meter Reading for all consumers, showing the meter no. and meter reading (reading parameters as per Single-phase/ 3-Phase meters- Both TOD & Non-TOD) in the same frame, failing which it will attract penalty as per Penalty clause 9(a)10. The meter reading, bill generation, bill distribution and Door to door Payment Collection shall be conducted sequentially in optimized routes as per existing route cycles. The vendor shall prepare billing binder/DT Wise Route Map for LT consumers. This route map shall be uploaded in the hand held mobile device and shall be used to prompt the next LT Consumer automatically as per route map, post completion of the spot billing activities for one LT consumer.
- 15) Any new connection / addition shall be promptly updated in the existing walking sequence data base. No extra payment shall be made for this activity.
- 16) Manpower details shall include verifiable details such as Name, Address, Aadhar No. and Telephone No. Business Associate(s) will not employ any meter reader, bill distributor, or bill collector associated with old agencies having disciplinary action/ethical issues in the past without written permission of TPNODL. Verification of the employee will be as per the directions & norms of the TPNODL.
- 17) Business Associate(s) shall ensure Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection of consumers within stipulated time schedule as specified by TPNODL.
- 18) Meter Readers, Bill distributors and Bill collectors must be medically fit, having minimum height of 5.3 Ft. and vision of 6/6 (with or without spectacles). Half yearly fitness certificate for each BA to be ensured through a Govt. authorized centre.
- 19) In case of termination of any employee by Business Associate(s), same shall be informed to TPNODL specifying reasons for termination



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- 20) Business Associate(s) must recruit persons who can work with latest technology/software as deployed in TPNODL.
- 21) Provision has to be made by the Business Associate(s) that meter reader & payment collector employees may not switch off the GPS, data connection and use any other application, internet other than the spot billing & payment collection application as prescribed by TPNODL. The Business Associate(s) also need to ensure that the system date of the mobile phone should not be changed/modified/alterd by the meter reader/payment collector.
- 22) In case of any short coming noticed in the work i.e. taking wrong reading/status unethically, the Business Associate(s) will be penalized (As per the Penalty Clause no.9(a).9) on this account on receipt of the complaint from the customer or TPNODL's staff after due verification by the Junior Engineer whose decision shall be final.
- 23) In case the uploaded data is not transferred from SBM machines remotely, it is the responsibility of the Business Associate(s) to make the data available at each division/sub-division or, upload the data from BA office as the case may be, for data uploading into the respective TPNODL database system on time on a daily basis.
- 24) It is the responsibility of the Business Associate(s) to submit the Cash, Cheque & Demand draft into the Bank account of TPNODL and any loss incurred in transit or any insurance expenses to this effect has to borne by the Business Associates.
- 25) The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL.
- 26) The Business Associate(s) should maintain all the requisite resources in terms of manpower, hardware and consumable etc. at designated offices
- 27) All personnel deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for reading, billing and Bill Collection should not be less than 18 years of age.
- 28) Business Associate(s) shall deploy adequate number of qualified, skilled and efficient workmen having minimum qualification of Higher Secondary (Class XII) pass, supervisors having minimum qualification of Graduation Degree from a reputed University, having sufficient knowledge of job so as to ensure that various jobs are completed within

predefined timeline provided by EIC and ensure quality to be up to the benchmark level in the industry. Details of such manpower shall be provided to TPNODL before commencement of the work under this Agreement. Range of meter reading per month per meter reader should be maximum **1200 for urban areas**, while range of meter reading per month per meter reader should be maximum **1000 for Rural areas**, to maintain quality of reading. Similarly the agency shall ensure that one meter reader will take maximum 150 numbers of reading per day effectively in rural area and 200 numbers of reading per day in urban area. In case of exceptions, a prior intimation to be sent to the EIC and permission shall have to be taken. If the number of bill generation exceeds the figure mentioned above without prior permission, then charges for such claim by them will not be paid. TPNODL decision regarding this shall be final and binding.

- 29) Business Associate(s) shall arrange necessary safety equipment's like tester, torch as well as Gum Boots and umbrella/ Rain Coat (during rainy season) for all BA Staff.
- 30) Immediately upon completion of any and all jobs under this Agreement, Business Associate(s) shall submit a daily report to TPNODL detailing the jobs carried out. TPNODLs representative shall, after being satisfied that the jobs under this Work Order have been properly and successfully completed by the Business Associate(s), certify the same.
- 31) The personnel should be conversant to read write and speak in local language and in addition should have working knowledge of English & Hindi also so as to interact with customers.
- 32) The deputed personnel should be polite with customers and should be able to address customer grievances about bills issued.
- 33) It will be mandatory for employees of Business Associate(s) to display the Identity Card issued by the Competent Authority of the Business Associate(s).
- 34) The area/ binders allocated to BA Staff for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection shall rotate every 6 monthly in consultation with TPNODL, or in between, as advised by TPNODL.
- 35) TPNODL will carry out independent checks, as required.

- 36) Agency shall do Prior Canvassing at site for Meter Reading/Spot Bill and or Payment Collection before the scheduled Spot Billing date & a future date shall also be intimated to consumers for collection purpose.
- 37) Any other communication letter printed along with the Spot Bill at site and any additional letter delivered with Non-SBM/SBM consumer bills shall be paid as per rates applicable for bill delivery of SBM & Non-SBM consumers & no additional payment shall be made.
- 38) No payment shall be made for Not Read cases where no Meter Reading/Remark captured by the Business Associate(s).
- 39) House lock cases have to be minimized (tending to zero) under assigned area of the Business Associate. The following sequence of activities shall be carried out in case of House Lock cases.
- 40) In case of House lock cases detected by the Meter reader in the 1<sup>st</sup> month, meter reader shall paste the Reading Request Intimation (RRI) in the prescribed format of TPNODL at consumer premise and shall capture the clear & visible photograph of the pasted RRI clearly showing the premise locked along with capturing of RRI details. Business Associate(s) shall also share his business Whatsapp no. on RRI/ Phone Call for receiving the clear reading & photographs of readings and meter no. In one frame from Consumer in case of permanent House Locked & other Provisional reading remarks.
- 41) After the meter reader completes reading of all consumers allotted to him, he shall make a second visit to all remaining door locked cases on subsequent day(s) after taking appointment with the consumer on phone call.
- 42) During the 2<sup>nd</sup> visit, if the consumers are available, actual reading shall be taken and bill shall be served accordingly.
- 43) Against balance cases of House Lock at least 5% consumers shall be checked by the supervisor of the Business Associate(s), who shall verify the authenticity. A suitable MIS, in this connection shall be submitted with list of consumers checked by the supervisor, should be provided to TPNODL in every month.
- 44) In the next month the meter reader shall try to take actual reading of all pending house lock cases detected in the previous month. If the house is again found locked then the meter reader shall serve notice to the consumer in prescribed format (by way pasting the



notice on the premises) to remain present for meter reading on the date of his planned 2nd visit (during the month).

- 45) However, he shall submit the list of such consumers (house found locked even after issue of notice) to concerned EIC of the respective Division.
- 46) Business Associate shall improve the provisional reading cases on month on month basis after initial stabilization of 2 months from the effective date of contract. The monthly target (About 5 %) for reduction of the provisional reading shall be shared with agency before commencement of monthly reading schedule. Failure in reduction of the provisional reading cases shall attract a penalty as per Penalty **clause no. 9(a).2. NB. In case the Business Associate(s) over-achieve the monthly provisional reading target , incentive shall be given to the agency on the % of cases improved above target @ 120% of the normal charges**
- 47) The Business Associate(s) shall provide list and sufficient information/ proof of the permanent premise locked / ghost consumer cases (Meters not physically present but details available in database , duplicate meter/connection details, double billing cases, new connections meter installed not updated in the database & electro-mechanical meters installed at site along with final data submission of every cycle, if reading could not be taken after all the necessary efforts.
- 48) Note: - No separate remuneration shall be paid to the Business Associate(s) for the 2<sup>nd</sup> visit and supervisor's visit as proposed above.
- 49) In case Premises locked, Box Locked or non-accessibility of meter due to obstruction etc. Business Associate(s) should paste Reading Request Form/Sticker/Notice (as per process defined by TPNODL) on some conspicuous/prominent part of the premises at their own cost and revisit these premises at appropriate time (as defined in the process by TPNODL) to obtain the readings. In cases where non accessibility to meter continues, Business Associate(s) shall paste Disconnection Notice on some conspicuous/prominent part of premises like main gate/door as per OERC guidelines and revisit the premise for obtaining/recording reading. Formats and paper quality of notices/sticker against remark cases shall be decided by EIC.
- 50) It is the responsibility of the Business Associate(s) to download the customer and meter reading data in SBM machines as per the schedule of meter reading binder wise/DT Wise. As soon as meter reading and spot billing is completed for the consumer at site, the meter





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reading and billing data shall be uploaded automatically to TPNODL server on real time basis through GPRS/4G/5G. In case of any intermittent network issue in some areas, the readings and spot billing data shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient.

- 51) It is the responsibility of the Business Associate(s) to generate all exception reports (as desired by TPNODL) and inform the concerned authority for necessary action.
- 52) The Business Associate(s) shall maintain adequate data security so that no data of TPNODL can be changed or transferred to anybody without prior approval of TPNODL, failing which it shall attract Penalty as per **Penalty clause no.9 (a).4.9.**
- 53) Data uploading / downloading to TPNODL system will be on daily basis unless otherwise mutually agreed. TPNODL will make payment as per the customer's correct bill given by the Business Associate(s) per customer basis.
- 54) In case of average billing (due to defective meter or in case no meter) the supervisor of the Business Associate(s) shall verify minimum 2% of such consumers in a month and shall submit report to concerned EIC of the respective Division on monthly basis.
- 55) In case of any issue with specification, defectiveness, unavailability of android phones and Bluetooth printer along with stationery for bill printing, BA is solely responsible to rectify it, no excuse will be entertained from BA for any delay in carrying out Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection due to unavailability of smart mobile phones and Bluetooth printer along with stationery for bill printing.
- 56) Business Associates shall keep enough no. Of smart mobile phones, blue tooth printers, power bank in stock which can be used immediately without delay in case few devices become faulty/ damaged.
- 57) TPNODL has the right to inspect these devices, either on its own, or by hiring the services of a third party, in order to be satisfied of their good order and condition.
- 58) The software will be provided by TPNODL for Meter Reading, Spot Billing and Door to Door Payment Collection activities which the business associates should only use and no other software shall be used.



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- 59) The Business Associate(s) shall be allowed to collect revenue both current demand in full amount & arrears of electricity dues.
- 60) The Business Associate(s) has to operate on prepaid mode of collection. The Business Associate(s) has to deposit the top up amount in advance and the agency shall be permitted for collection only up to the limit of top up amount. The payment data shall be uploaded to TPNODL server on real time basis. In case of exigency or where there is no mobile coverage, offline mode of collection shall be permitted with appropriate security deposit. In such case, deposit of the collected money within T+1 day regularly should be ensured as per place, office, bank specified by TPNODL, otherwise this may lead to cancellation of the agreement. In case where there is no mobile coverage, the payment collection shall be made on offline mode in the same device and the payment data of such offline mode shall be uploaded to TPNODL server as soon as the network connectivity is restored back. There may be some areas where the network connectivity is a permanent issue or network is unavailable for a longer time in a day, the meter reading and billing data captured through off-line mode in such a situation shall be uploaded same day, in the evening through the business associate's own office or the nearest TPNODL office, whichever is nearest or the most convenient
- 61) The amount collected beyond assigned area of coverage, amount shall not be considered for collection performance.
- 62) Any multiple payment receipts from a consumer in a month shall be considered as one.
- 63) If any financial irregularity by the Business Associate(s) is noticed, TPNODL reserves the right to take legal action against the Business Associate(s)/ terminate the contract without assigning any reason thereto.
- 64) All Employees of Business Associate(s) shall follow TPNODL code of conduct & TPNODL ethics policy.

**3. TERMS & CONDITIONS: -**

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

1. Bidder has to fill quotations for all divisions of a circle mentioned in tender enquiry contract.
2. Under normal scenario, one Bidder shall not be allocated more than one circle after outcome of technical and Commercial Bid Evaluation.

- TPNODL reserves the right to award more than 1 circle to one bidder keeping in view least cost, its credentials, performance and capacity to ensure SLA.
- Bidder should have the required hardwares like smart mobile phones, Blue tooth printer and other accessories & stationery required for carrying out the services.
- Bidder shall arrange and install adequate No of desktops/printers for carrying out the activities listed in scope of work.

**Table 1. Circle Wise & Division wise consumer count details:**

Circle	Division	Div. Area Sq. Km.	Total Consumers	Rural Consumers	Urban Consumers	Rural Consumers %	Urban Consumers %
BALASORE	BED BALASORE	302.42	59,063		59063	0.00	100.00
	BTED BASTA	457.86	80,063	80063		100.00	0.00
	JED JALESWAR	874.55	1,14,089	103536	10553	90.75	9.25
	CED BALASORE	1024.39	1,11,282	109871	1411	98.73	1.27
	SED SORO	1146.78	1,44,789	112493	32296	77.69	22.31
BHADRAK	BNED BHADRAK	1786	1,80,011	149099	30912	82.83	17.17
	BSED BHADRAK	719	1,11,460	111460		100.00	0.00
BARIPADA	BPED BARIPADA	3904	2,25,939	192339	33600	85.13	14.87
	UED UDALA	1828	1,04,539	100268	4271	95.91	4.09
	RED RAIRANGPUR	4686	1,96,829	189972	6857	96.52	3.48
JAJPUR	JRED JAJPUR ROAD	1092	96,015	80579	15436	83.92	16.08
	JTED JAJPUR TOWN	876	98,381	92375	6006	93.90	6.10
	KUED, KUAKHIA	920	1,14,784	114784		100.00	0.00
KEONJHAR	KED KEONJHAR	3816	1,05,566	90250	15316	85.49	14.51
	JOED JODA	1752	81,392	55495	25897	68.18	31.82
	AED ANANDAPUR	2672	1,27,738	120706	7032	94.49	5.51
Total		27,857	19,51,940	17,03,290	2,48,650	87.26	12.74

NB:-The numbers of consumers mentioned above shall vary time to time subject to awarding contract to SHGs(Women Self Help Groups)

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

- a) Business Associate(s) shall set up adequate no. of office establishments with computers, printers, and other office requirements to do the following operation for each allocated Divisions or Sub divisions.
- b) Business Associate(s) would have to establish an official set ups at Head Quarter office for the duration of the project with requisite communication facilities with adequate number of staffs for smooth execution of the project.
- c) Spot Billing Business Associate(s) would engage an experienced Project Manager to report to TPNODL nodal officer for overall monitoring across the allocated divisions
- d) Business Associate(s) will employ separate manpower for spot billing and payment collection for each Division with at least one Nodal Officer/ Supervisor/ Manager separately for spot billing & collection activity who will coordinate & monitor all activities / take guidance / assistance from TPNODL.
- e) Business Associate(s) will employ a district in-charge at each circle for effective and efficient coordinating and monitoring the spot billing & collection activity at all divisions falling under that circle and also take guidance / assistance from EIC/person deputed by TPNODL for continuous improvement.
- f) Down-loading billing and Collection data from billing server at Division/Sub Division level for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- g) Up-loading billing and Collection data into the billing & collection database for enabling spot billing and Door to Door Collection as per the schedule.
- h) Downloading & merging of data files from Spot Billing and Door to Door Collection devices on to the base computer system.
- i) Performing validation checks to ensure through
  - o Completion of data
  - o Correctness of data format
- j) Uploading the meter-reading, billing and Collection data to the billing & collection database server.....



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- k) The Business Associate(s) is also liable to assist TPNODL in correction of its database by carrying out drive for address correction / verification, correct allocation of DT/binder/meter book, phone number, route/walking sequence & meter status details etc.
- l) Submission of data by Business Associate(s) shall be in the form of hard/soft copy as per the requirement of TPNODL.
- m) The Business Associate(s) will submit meter-reading, billing and Collection data / reports / follow up reports after proper Quality Check and duly corrected as per the specified formats by TPNODL & will upload the same in TPNODL system.
- n) Meter-reading, billing and Collection work shall be considered to be complete only when it meets desired performance level. The Business Associate(s) will submit the data only when it reaches the desired level as communicated to the Business Associate(s) from time to time, failure in achieving the set monthly performance level shall attract penalty according to penalty & Incentive Clause mentioned
- o) Meter reading and bill distribution activity is to be undertaken on Monthly basis or, as decided by TPNODL depending upon the urban & rural geography of the area.
- p) Business Associate(s) shall optimize route sequencing to get better productivity and shall keep TPNODL informed of such changes in system. Business Associate(s) shall provide to TPNODL finalized route sequence initially within two cycles and thereafter for new connections, after every cycle of reading and any changes thereto on cycle / Sub cycle basis. All such data shall be submitted to TPNODL along with Meter Reading Data/Report as per schedule. BA to ensure walking sequence to be painted at the site.
- q) Business Associate(s) has to read meter reading as per their register group. Single Phase meters where provision of recording MDI exists) are to be read for KWH consumption & Maximum Demand Indicator (MDI) reading (KW). 3-Phase meters (TOD/NON-TOD) may be required to be read on need basis for KWH consumption, KVAH Consumption, MDI (KVA/KW), Lag/Lead(KVARH) and TOD peak and off peak readings etc. Besides these key parameters the Meter Readers are also expected to match & record CA, Meter Sr. No., Supply address, consumer category use, meter make etc. and report TPNODL in case of any abnormality. These readings shall be captured subject to availability of feature in the meter and as per instruction from TPNODL or prior approval by TPNODL from time to time.
- r) The business Associate(s) shall extend all reasonable support to TPNODL in a drive for recording any other statutory information required which TPNODL deems necessary to be collected from the consumer premises as instructed from time to time to enrich database such as reporting of Earth leakage indicator "ON" or any other parameter required for meter reading and billing performance improvement like meter type- Mechanical / Electronic, supply status, category use, meter location, Air-Conditioners installed at consumer premise etc..

- s) Business Associate(s) should not only record correct reading from the meters installed in the consumer premises but also record, report meter & Seal status and conditions in existence at site in order to facilitate necessary corrective actions, if any, which can be initiated by TPNODL to not only correct, update the data base but book, prosecute consumers offenders, indulging in theft/ unauthorized use of electricity/ attempt to steal electricity also. Business Associate(s) must ensure to mark/paste sticker of CA/Installation on meter / meter box and pasting/painting of walking sequence no. at consumer's premise as per requirement at their own cost.
- t) The accuracy of meter reading is of utmost responsibility of Business Associate(s) and necessary follow up reading and correction shall be carried out by the Business Associate(s) and shall form part of Business Associate(s) Scope, i.e., 100 % checking of exception list generated by TPNODL database within the stipulated time (as decided by TPNODL), including attending to the exception list, reporting of address and meter mismatch cases required for correction and updating of the database.
- u) Consumer updated contact number, Email and consumer availability details need to be submitted before the next billing cycle. The BA must collect correct mobile numbers from the consumers where mobile numbers are not available in database, for which incentive @ Rs 1/- per mobile number per consumer shall be given. The supervisor of the Business Associate(s) shall verify minimum 10% of authenticity of such mobile numbers in a month and shall submit report to concerned EIC of the respective Division on monthly basis. In case punching of any wrong mobile number shall attract a **penalty @ Rs 2/-** per mobile number per consumer.
- v) Business Associate(s) will bring clear & visible photographs for exceptional cases like meter faulty, abnormal reading, disconnected, door lock cases or any other remark as defined by EIC
- w) Business Associate(s) shall arrange meter reading preferably through collapsible/ foldable ladder where meter is installed at height. At least a ladder should be available at each location.
- x) Business Associate(s) will assist TPNODL to process the No Meter cases completely, as per procedure, and as required by TPNODL. Where meter existed earlier at site or as per records of TPNODL, and meter reader finds no meter at site, the Business Associate(s) shall submit to TPNODL such report, or undertake such measures, as per procedure, and as required by TPNODL, within one billing cycles as per process. Such no-meter cases brought by the Business Associate(s) more than two times consecutively in the billing cycles shall not be paid for by TPNODL. However, if any cases where connections have become dead/in-active/Not in Billing Net in TPNODL database be given to the Business Associate(s) for checking site condition, these cases will be paid on normal meter reading rates even in those cases where no meter is found at site.
- y) Business Associate(s) have to take precautions while submitting meter reading data for the cycle and duplicate records / invalid Customer Accounts, other than multi meter cases, should not be there in a single cycle data. **Penalty of Rs.100 per case** shall be imposed



on such cases if found. Business Associate(s) will read/report all meters in a premise and report cases which were not given in the downloaded data and report these as extra connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system(with reading, correct DT/Binder, adjoining CA and Walking Sequence.) plus assist TPNODL to correct database to start billing of such consumers which are not being billed presently. On start of the billing of these extra connections, business Associate(s) shall be given an **incentive of Rs. 250 per such case as per clause 9(b) (1)**..At the end of each financial year BA shall have to undertake that there is no extra meter (not in billing net) in its area of operation, certificate/undertaking to be provided Division/Sub-Division wise. Any such extra meter/connection found after the undertaking shall attract a **penalty of Rs. 500** per such case found by TPNODL.

- z) Meter reading, billing, bill distribution and door to door payment collection is a composite activity and in case one of these activities not completed effectively & efficiently ,the job will be treated as incomplete, no payment shall become payable and TPNODL will be at liberty to get it done through alternative sources and impose penalty as decided by EIC.
- aa) Full payment against current demand shall be considered while processing of BA invoices for Door to Door Collection only where **100% current demand** is collected.
- bb) Business Associate(s) shall assist TPNODL to resolve and reduce the number of exceptions brought in by meter readers as per performance standards.
- cc) Business Associate(s) shall assist TPNODL and ensure that Consumers complaints regarding Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection are gradually reduced and brought to the level of best in the industry or as per the benchmark decided by TPNODL.
- dd) Since the Meter reading, billing, bill distribution and door to door payment collection depends on the quality of manpower employed, the BA employees shall maintain absolute integrity and shall not adapt to any unfair means for understating, overstating or misrepresenting the assignment or causing any harassment to the Consumer of TPNODL.
- ee) Business Associate(s) shall assist TPNODL in all its endeavors to reduce provisional Billing, curb theft of electricity, reduction in reading and billing cycle time, reduction in reading or billing errors and percentage improvement of normal reading in first attempt during scheduled meter reading. The BA Employees who shall not report/ report very less no. of theft cases and whose performance shall not be up to the mark shall need to improve and warning letters may be issued to them for improving their performance
- ff) Business Associate(s) shall provide all necessary support in implementing new/ innovative technology and conducting pilot project. Any new technology which shall be implemented in future for improvement of billing & collection performance, any additional associated monthly operational cost of the device/associated services shall be mutually discussed, decided and agreed upon.
- gg) Business Associate(s) shall be required to provide readings & other meter /consumer related details (as desired by TPNODL) for a specific or group of consumer meters. All these special meter reading process / special site verification reports are to be completed



& updated/uploaded in TPNODL system within 3 days or within the period specified by the EIC. Bifurcation of types of special visit cases is mentioned as (Special Meter Reading: Such cases requiring basic reading parameters ranging from reading and MDI pertaining to current & history, reading remark, supply status, Photo of Meter Reading at Site, captured separately from the normal scheduled meter reading). Separate charges shall be admissible for these special meter reading cases in the format as prescribed by TPNODL

- hh) If the billing/mailling address is different than consumer's address of actual connection, then in such cases vendor shall deliver bills to the mailing address well within the due date for which no extra cost shall be paid.

Note: These special meter reading cases can be of any division in TPNODL area and will not be limited to the division allocated to the Business Associate(s). Provisional remarks like Meter Faulty, No Meter, Disconnected& Door Locked supported by valid proof like photograph& associated field information etc in the prescribed format as decided by TPNODL. will only be covered under the normal meter reading rates and no payment will be given in any other provisional remark. Continuous No-Meter and Disconnected consumers beyond 2 billing cycle consecutively shall not be paid.

- Availability: The Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection service is to be available at least 99.0% of the defined service delivery time. In case of failure, all damages fees will be as per the penalty defined in **Section 9(a)**. Service unavailability resulting from loss of network availability shall not be included in service availability calculations unless the network availability loss is caused by any factors beyond the Business Associate(s) control, such as natural disasters, IP transit provider, however loss of availability due to end user's portion of the network failure shall not be exempted.

## 5. Security of Data

The Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall describe approach and methodology in:

- By assuring and explaining the method needed to prohibit customers from accessing data in possession of the service provider Application security including:
  - Authorization, Data integrity, determining how to maintain data integrity and users' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution.
- In transit by providing the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful force attack.
- In storage by ensuring that confidential data in databases from which public data is being extracted will not be compromised.

- Application audit trail such as implementing date-time and an audit trail (at least for 1 year) for identifying all security breaches and attempted breaches.

Securing the relevant infrastructure and integrating with existing TPNODL infrastructure security including network perimeter defences, server security, and data infrastructure security.

- Refresh or back key on the keyboard should be disabled for all web-based / browser applications.

## 6. **Maintenance**

- a) **Scheduled Maintenance:** Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall specify the basis for scheduled maintenance causing / or not causing disruption to provided Service. Disruption of service due to scheduled maintenance is to be excluded from service uptime (availability) calculations provided that TPNODL is notified. Maintenance shall be performed during off-peak hours and the Business Associate(s) shall always provide advanced notice of scheduled maintenance to TPNODL.
- b) **Emergency Maintenance:** - Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Business Associate(s) shall specify the major reasons for performing emergency maintenance (Example: security related issues). The Business Associate(s) shall notify immediately the TPNODL regarding the emergency maintenance. Un-notified service unavailability due to emergency maintenance will be included in the service downtime calculations. Customer shall be available for inspection; auditing and copying by TPNODL or other authorized representatives. The Business Associate(s) shall be acting to correct or remedy any audit results within a time period agreed upon with the TPNODL.

## 7. **Responsibility Matrix:**

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

- 1) Identify a Core Team of Officers for the purpose of monitoring the agencies in the conduct of the assignment. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).
- 2) The Core Team will coordinate interactions with Billing/IT departments as well as the Technical departments in the matters of providing necessary data; acquire relevant authorizations and other administrative assistance. The primary information requirements shall be the following. Commercial and Revenue Information: Billing and collection databases of consumers for past.
- 3) Identify appropriate officers to be responsible for verification and validation of the information/ reports to be submitted by the Business Associate (s).
- 4) Nominate adequate staff members for training and knowledge transfer to ensure sustainability of the exercise beyond the contract period.



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- 5) Provide necessary road permits /waybill to the successful bidder as and when required by them.
- 6) The Business Associate(s) shall open a temporary co -ordination office near corporate office of TPNODL. Submit a Weekly report to the Nodal Officer from CSO and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support when needed.
- 7) The Business Associate(s) will have to furnish the Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection program along with the name of meter-reader prior to starting the reading in a particular designated area by 5th of each month.
- 8) The Business Associate(s) shall not undertake distribution of any other advertisements, pamphlets, etc. along with the electricity bills unless it is authorized by Engineer-in charge of the Contract.
- 9) The Business Associate(s) shall be responsible for errors and necessary penalties will be levied for the following.
- 10) Number of slippage in schedule – with respect to Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- 11) Number of errors in recording Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection.
- 12) Number of complaints registered against the outsourced Business Associate(s) personnel by consumers.
- 13) The Business Associate(s) shall also specify the particulars of personnel deployed by him.
- 14) While TPNODL would welcome the usage of newer technologies, like OCR (Optical Character Recognition) for meter reading, bidder shall not charge for the extra time and cost involved.
- 15) The personnel engaged by the Business Associate(s) shall be deemed always as their employees and the TPNODL is not concerned with their engagement conditions and the remuneration. The Business Associate(s) should attain from every personnel an undertaking that they will not claim any benefits from TPNODL at any time and furnish the same to TPNODL before commencing the Contract.
- 16) The Business Associate(s) has to support TPNODL for organization of necessary camps to improve the billing and collection percentage.
- 17) In case of wrong / non-reporting of meter reading, with any type of connivance between deployed manpower and consumer, TPNODL shall ask to the agency for legal action against such employee & terminate the service of such employee as well as recovery of loss from the Business Associate(s) bills.
- 18) On the receipt of written complaint from TPNODL, the Business Associate(s) shall take action against the particular meter reader or collector within a month of receipt of such complaint.
- 19) The meter readings along with the meter status, nature of premises, status of the service and condition/status of the seals should be furnished to the concerned for scrutiny. The Business Associate(s) is responsible for reporting the correct category of the consumer.

- 20) The Business Associate(s) should try to clear all doubts of the consumer on the spot, such as - details about readings, units consumed, available payment modes, payment options / channels and how to pay using these payment modes/channels etc.
- 21) In case reading and billing could not be done at the consumer premises, the Business Associate(s) should notify within the same day, along with a satisfactory reason. Otherwise, a penalty would be imposed on the Business Associate(s) on a per-day basis.
- 22) In case of Meter Reading & Spot Billing, there shall not be any exceptions like "door lock". In such a case, the Business Associate(s) is expected to report on a daily basis.
- 23) Meter readings of a consumer shall be taken on the fixed date as specified and any deviation of meter reading date will attract penalties.
- 24) The Business Associate(s) shall employ such persons with minimum qualification with working knowledge of electrical meters. They should be, in sufficient number to complete the work within the stipulated time-frame.
- 25) Business Associate(s) shall arrange Installation of CCTV camera in Agency Offices due to large Spread Areas and Effective Monitoring.
- 26) Seasonal uniforms along with cap shall be provided by the BA agency for summer, winter, and rainy seasons. Timing for working for office staff & field staff will be on decision of EIC/designated person nominated by EIC.
- 27) Business Associate(s) shall arrange Additional Back up Manpower for Persons to be present in cases absent of staff in Division Office.
- 28) Business Associate(s) shall arrange and help in Redefining of walking sequence. Marking of walking sequence every connection on site within 3 billing cycle on painted plate.
- 29) Business Associate(s) shall arrange to be ensured Quarterly health Check-up for related to Medical Fitness + Eye sight from Govt. authorized Center.
- 30) Business Associate(s) shall support in Continuous Updating of Database from feedback received from Site.
- 31) Business Associate(s) shall ensure that the persons working for the Business Associate(s) shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
- 32) The Business Associate(s) shall be required to adopt dress code for the engaged meter-readers, bill distributors and payment collectors under it. The dress code will be specified after due consultation with the Executive Engineer of the concerned Division. Necessary identity cards will be issued to the persons engaged for Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection by the Business Associate(s).
- 33) It is recommended that In-Charge of Business Associate(s) should perform the 1<sup>st</sup> level of filtration, so as to remove all the trivial cases. Given the volume of data to be inspected, TPNODL would recommend a team of 15 meter-readers and 15 Bill collectors per In-



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Charge. Hence, depending on the number of consumers and (meter-readers & Bill collectors), the Business Associate(s) might have to appoint more than one In-Charge.

- 34) TPNODL would not consider cases of "Address Not Traceable" as a valid excuse for missing meter-readings and bill collections. Unless, the Business Associate(s) is able to establish its case before the concerned designated TPNODL' S staff, penalties would be imposed accordingly as a wrong remark.
- 35) During the course of the engagement, TPNODL is not liable for any injuries occurring to the Business Associate(s) staff during Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. Moreover TPNODL would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.
- 36) Any additional information related to the Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection required by the TPNODL should be furnished as instructed from time to time.
- 37) Monthly/Quarterly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 38) Business Associate need to capture and Update consumer profiling database & Meter location may be required once in Six Months.

#### **8. Cross Area Checking**

- 1) Business Associate(s) shall form a Cross Area checking team as per instruction of the EIC/person appointed by TPNODL. The capacity of team to be decided by EIC. This team can visit / cross check the cases of any Division in TPNODL area and will not be limited to the Division allocated to the Business Associate(s).
  - 2) The detail that to be captured from site, shall also be decided by EIC. The cross checking activities shall be considered as Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection Activity and following logic to be used to consider the Normal Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection purpose.
9. Cases which shall not be given to the Business Associate(s) in bulk quantity would be referred as Special Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. Normally count of these cases will be less than 2% of total quantum in respective category however TPNODL reserves the right to change it as per requirement.

**Following are the penalties & Incentives for deficiencies in Meter Reading, Spot Billing, Bill Distribution and Door to Door Payment Collection. The Detailed table for payment, Incentive and penalty is also given in the annexure namely, Payment Type, Incentive & Penalty Details.**

## 9(a). Penalty:

### 1. Consumers not billed:

Sl No	Condition	Penalty
1	Above 95%	Nil
2	Between 85% to 95%	10% of the quoted price per consumer per billing cycle for shortfall in billing beyond 85% and up to 95% of live consumers.
3	Between 75% to 85%	15% of the quoted price per consumer per billing cycle for short falls in billing beyond 75% and up to 85% of live consumers.
4	Between 65% to 75%	20% of the quoted price per consumer per billing cycle for short falls in billing beyond 65% and up to 75% of live consumers.
5	Below 65%	Notice for Termination may be issued along with penalty of 20% of the quoted price per consumer per billing cycle for shortfall in billing.
6	If the billing remains below 65% continuously for three consecutive months.	The contract will be automatically terminated along with penalty of 20% of the quoted price per consumer per billing cycle between 65% to actual.

### 2. Consumers billed on Provisional basis

If the Provisional cases are found under a particular Division above certain percentages, then the following penalties will be deducted.

Sl No	Percentage of Provisional Billing	Penalty
1	Up to 5%	Nil
2	Greater than 5%	Claim amount for the Spot billing consumers billed on provisional over and above 05% of the billed consumers shall not be paid.
3	Greater than 10%	Claim amount of total consumer billed on such remarks shall be deducted while making payment to the agency

**NB:-** For every 1% Non-Achievement of provisional Billing target per month per Division shall attract Penalty of Rs.10,000/- and the part thereon.



### 3. Consumer Coverage for Door to Door Collection

SI No	Percentage of Consumer Coverage	Penalty
1	80% and above	Nil
2	Less than 80% up to 60%	10% on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 60% and up to 80% of total consumers billed.
3	Less than 60% up to 50%	15 % on total Quoted Price per consumer per billing cycle for shortfall in coverage beyond 50% and up to 60% of total consumers billed.
4	Below 50% limit	20% on total Quoted Price per consumer per billing cycle for shortfall in coverage below 50% to actual consumer consumers billed.

### 4. Other Penalties

SI No	Condition	Penalty
1	Wrong Reading/Wrong Remark/Fake Remark/Remark Conversion	Rs. 100/- per case, including Warning letter to BA Employees with maximum wrong readings through Business Associate(s).
2	Delay in submission of No meter(NM), Disconnected(DC) and Meter faulty(MF) cases in TPNODL prescribed format with clear and visible photograph beyond 3 days of submission of such data:	Rs. 100/- per case
3	Late Submission of follow-up data- Penalty on late submission of meter reading, Cash / Cheque Collection.	Up to max. Of Rs 5000/- for every instance.
4	In case of Meter Reading, Spot Billing, Bill Distribution, Door to Door Payment Collection and Disconnection details: LD in case of data submission delay per day.	1% of the Monthly invoices of Business associate value or Rs. 3000/day whichever is higher but not more than 10 days.
5	a) Any wrong positing of payment into someone else account. b) Any Cheque bounced during collection due to negligence of the Collector. c) Any complaint for payment not posted and error due to account of Business associates	Rs. 100/- per case
6	In case of Unethical activity	Penalty of Rs 3000/- per instance Further in case unethical activity is proved, the BA shall take strict action including termination of the concerned BA Employee. Furthermore, any further loss incurred shall be recovered by TPNODL from the Business Associate(s).



7	Non-Submission or unclear Photo	Rs.10/- per case
8	Late Submission of data	5% of the invoices value of the binder late submitted per day or Rs. 100/day/binder whichever is higher (Subject to cap of 15% of total invoice amount per month).
9	Data Security breach	Rs.10000/- for each such incident. TPNODL also keep right to take action as per prevailing laws including contract termination with security amount infringement.
10	Genuine Consumer Complaint on account of Wrong Meter Reading/Remark, Non- delivery of the Payment Receipt, Non-Delivery/Late delivery of the Bill, Fake Signature in Bill POD, including Warning letter to BA Employees with maximum errors through Business Associate(s)	Rs. 100/- per case
11	Wrong/incorrect reporting of the each Mobile No.	Rs. 2/- per case
12	Late submission/ non submission of special reading/ site verification beyond scheduled time	Rs. 50/- per Case
13	Amount embezzled and bribe taken by any of the employee of BA.	Immediate termination & Blacklisting of the employee for all TPNODL works and Penalty of four times of the amount embezzled /bribe to the agency.
14	Where embezzlement and bribe taken is more than Rs 10000/-	In addition to termination & Blacklisting of the employee, Police action against the employee has to be taken by the BA under intimation to TPNODL.
15	In case embezzlement and bribe instances exceeds more than 5 times in one financial year	Business Associates may be black listed immediately.

- I. Maximum penalty under all clauses above shall be limited to 30% of monthly billing charges (i.e. Total No of Live consumers\*Price agreed for billing per consumer per month).
- II. All penalties would be deducted from the monthly-bill payment made to the Agency. In case of payment has been made against the monthly bill and subsequently detected wrong billing then the penalty shall be deducted in the current monthly bill.
- III. The Executive Engineer of the concerned Divisional Office/HoG - Meter Reading & Billing/Commercial Manager is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from billing team. If the Agency feels aggrieved, then it can approach the Head -RCM/GM-Commerceat Head office for adjudication.

## 9(b). Incentive/Rewards:

### 1.Spot Billing

SI No	Condition	Incentive/Rewards
1	Extra Connections: Reporting Extra Live connections not in TPNODL billing system presently or Disconnected/Removed in TPNODL billing system not given in downloaded data(with reading,	Rs. 250/Case to concerned meter reader through Business Associate(s) on resumption of billing.

	correct DT/Binder, adjoining CA and Walking Sequence.)	
2	Booked DT/DAE/Misuse/ consumers taking Un-authorized supply	Rs. 400 / case to reader/collector reported the case & Rs. 100/case to Business Associate(s).
3	Reporting of offer of un-ethical activity by meter reader/bill distributor and exhibiting good ethical conduct	Rs. 500/Case through instant Award to specific meter reader and publishing of ethical story in the TPNODL Ethics Patrika.
4	Improvement for reduction of provisional reading/billing.	Incentive shall be given to the agency @ 120% of the normal charges for the cases where the Agency improves the reduction of provisional reading/billing over and above the monthly target cases.
5	capturing & reporting of correct Mobile No.	Rs. 1/- per case once per consumer

#### 4. Door to Door revenue collection Incentive

Sl No	Percentage of Consumer Coverage	Incentive
1	Above 90% of Consumer coverage.	10% of the quoted price per consumer per billing cycle for coverage above 90% on incremental coverage.
2	Surveillance cases reported and booked for illegal restoration of supply, Direct Theft, Supply taken from other sources.	Rs. 100 / case to Business Associate(s). Rs.200 / Case to specific agent through Business Associate(s).

#### 9(c) Quarterly & Annual R & R shall be conducted based on following parameters

- Promotion & awareness of self/online payment
- Best Meter Reader & Payment collector in each circle/divisions
- Best Supervisor in a circle/division
- Best District In charge in a Division
- Best Agency in maximum delta improvement in meter reading, billing & payment performance in Circle/Division

#### 10. Android Device Minimum Configuration

- 64 GB Micro SD CARD Support
- 5G/4G / 3G / GPRS Support
- 5G/4G enabled handsets are recommended
- Display: 720 x 1280 pixels (mobile phone)
- Display Size: Preferred 5" or above (mobile phone)
- OS Support: 7.1.2 to 10.0
- Internal Memory: Minimum 16GB storage and 4 GB RAM (For Mobile)

- 1.5 GHz Quad core or higher processing (for Mobile). Supported (Device with higher processor speed will make application execution faster better to use 2GHz processor for best performance).
- GPS: Mandatory for GPS coordinates mapping requirement
- Camera: Preferred if QR, OCR scanning or photo uploading feature are available
- Battery backup of Smart mobile Phones: Support of minimum 10+ hrs.

## **PART-B**

### **Revenue Recovery**

BA involved in Door to Door to collection is also required to ensure the recovery of arrear dues from the consumers who have not paid the arrear outstanding. For which the BA shall collect the defaulter lists along with Disconnection Notice and acknowledgement sheets from EIC concern and serve to the defaulter consumers. The BA shall collect the payment from the defaulter consumer and ensure disconnection of power supply to the consumers who does not make payment even after issuance of DN within due time.

### **SCOPE OF WORK and OPERATIONAL GUIDELINES:**

The Scope of work shall consist of collection of arrear from the defaulter consumers and disconnection of power supply to the consumers who does not make payment with in due time against the disconnection notice served and Surveillance activity for disconnected consumers under TPNODL. The entire job covers the following:

- 1) The BA shall print and serve the separate Disconnection Notice to the consumers along with the spot bill of 1-phase consumers during normal meter reading and billing scheduled. It may also be required to deliver the disconnection notice separately for which BA shall collect the printed copies of the disconnection notice along with the defaulters list from the concerned EIC and give the acknowledgement to the EIC .
- 2) The BA shall submit the acknowledgement having following information to the concerned EIC after serving of disconnection notice.
  - a) Date of service of notice.
  - b) Name and Detail address of the consumer with father /spouse name
  - c) Nearest land mark of the premises
  - d) Adjacent consumer number
  - e) Mobile number of consumer/Person receiving the notice
- 3) After expiry of due date, the Staffs engaged by the BA shall visit to the defaulting Consumers premises and can collect the outstanding dues.
- 4) In case consumer does not pay the Dues, the BA shall disconnect the service connection. In Effective Disconnection, service cable of the defaulting consumer shall be cut in such a

way that restoration of supply through the same cable shall not be possible. Disconnection shall be supported with the photographs of the disconnection by removal of cable/meter- wherever required by EIC. Map indicating the portion of premises to which electricity was being supplied by disconnected K. No should be provided in all cases. Also the landmark for reaching the premises to be given.

- 5) Telephone no. and other contact details have to be captured from site visit and reported to TPNODL .Also pole numbers to be captured against disconnection cases.

Business Associate has to mark the disconnected cable with red tape while executing disconnection orders.

- 6) Surveillance of all the disconnected cases to be ensured routinely after effective disconnection and reporting of case for illegal restoration of supply, Direct Theft, Supply taken from other sources (along with details of connection supplying electricity), to be submitted to the EIC concern of TPNODL on weekly basis.
- 7) The prioritization for recovery with percentage of amount against arrears shall be done as per the advice of the EIC concern of TPNODL.
- 8) Marking/Pasting of sticker (as provided by the TPNODL) may be done in case of non-payment cases which are to be disconnected.
- 9) Agency is also required to note down the meter reading and other parameters are required while visiting the consumer premise for recovery of dues and submit the same to TPNODL.
- 10) BA shall engage sufficient separate manpower for Recovery activities against cases allocated for whole month. This manpower shall exclusively be used for recovery purpose only and can't be used for any other work allocated to the agency under this contract.** Persons engaged should have qualifications as per Contractor safety Management System.
- 11) Agency shall keep at-least one team at each sub-division level which includes Supervisor, Collector, technician and helper in each team.**
- 12) All the transport/lifting facilities at site shall be arranged by the BA at no extra cost to TPNODL.
- 13) The BA shall arrange vehicles, Tools and equipment for carrying out the work at his cost and shall ensure that Vehicles complies with all requirements as per the Motor Vehicles Act 1988 and are in good and safe state of working. The vehicle should preferably a \*\*Type 2 vehicle – Mini truck (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
- 14) TPNODL shall have the right to seek credentials of the personnel engaged by the BA as also their qualification details. In cases where a particular personnel deployed by BA is not acceptable, BA shall arrange for removal within 24 hours. Personnel whose replacement has been sought by TPNODL shall not be deployed elsewhere by the BA.
- 15) The Quality Check to be done by concerned Authorised officials of TPNODL of around 2% of the cases reported to be not recovered and in case wrong reporting is found like

reported as site/meter not traceable etc. Penalty will be applicable only for those cases where actual QC is carried out by TPNODL and not for balance or untested cases.

- 16) In case of any discrepancy is found/reported in the work performed, BA shall rectify the same at his cost immediately, failing which, TPNODL reserves the right to get it done at BAs cost and recover damages from him.
- 17) Agency shall maintain the record of Duplicate DN Issued to them along with reasons for issue of duplicate case in case issue of duplicate DN is attributed to BA's negligence.
- 18) In case of change / Termination of BA, BA shall handover all the pending cases to the new vendor in presence of EIC with proper receipt from the new vendor. Settlement of account of BA shall be done only after 3 months from the date of termination / change of BA to safeguard interest of company and consumers for any misdeeds of BA noticed post termination / change for the work done till termination / change.
- 19) Agency undertakes to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of those of his employment or to any other person whomsoever, during the contract.
- 20) Agency shall also pay the taxes or dues payable to the Govt. or any other local authority in connection with all the works provided for in this contract and for all the materials brought on the site and/or used for this work and shall indemnify TPNODL and hold them harmless against any liability on account of any such levies charges or taxes.
- 21) BA shall deploy adequate labour considered necessary by TPNODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the EIC beyond normal working hours or on Sundays and Holidays.
- 22) TPNODL has a right to instruct the BA to replace the manpower in case of any bad workmanship or where the work is not satisfactory. No work shall be subleased.
- 23) Daily report shall be submitted by the BA to the EIC concern of TPNODL.
- 24) All personnel deployed by the Business Associate(s) should be suitably qualified (i.e. with minimum qualification of 12th class pass) and trained for the job intended to be performed by them. The persons to be deputed for the job should not be less than 18 years of age
- 25) Monthly R&R to be organized by Business Associates with necessary arrangements to motivate the Field staff.
- 26) TPNODL shall not be responsible, if the Agency infringes the laws or statute of India and also reserves the right to terminate the contract either in part or in full due to the reasons other than those specified in order, without assigning any reason thereof.
- 27) Similar process as defined in Door to Door Collection Model is to be adopted for accepting payments/collection of Dues against DNs (pre-paid model)
- 32) Business Associate shall undertake to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of Whose of your employment or to any other person whomsoever, during the contract.
- 33) Business Associate(s) shall, for the duration of the contract, provide and maintain in good order and condition all such protective apparel and equipment( such as gloves, safety helmets, gumboots, goggles, safety belts, etc. ) for all workmen and staff engaged for



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contract work as may be required to be used by law and/or by the Companies. You shall ensure that such protective apparel/equipment are worn and used by your workmen and staff.

- 34) Bidder shall deploy adequate manpower considered necessary by TPNODL for carrying out of the contract and to work on Sundays and Holidays whenever required to do so .However, prior permission shall be taken from the Engineer in charge beyond normal working hours or on Sundays and Holidays.
- 35) TPNODL has a right to instruct Business Associate(s) to change workers in case the workmanship or speed of work is not satisfactory. No work shall be sub-
- 36) EIC to carry out quarterly audit of safety tools and procedures and penalty to be levied on account of non-compliance as per Contractor safety Management System.
- 37) In the event of Business Associate(s) not being in a position to complete the contract or any part thereof for any reason whatsoever, the TPNODL will make alternative arrangements to complete the work at Business Associate's cost, risks and responsibility.
- 38) Business Associate(s) will get the work done through trained/experienced/licensed technicians only. You will be responsible for the safety of your work force and safety /loss to the consumer at whose premises the work is performed. You will take Suitable WCA insurance to adequately cover your technicians/ work force & submit a copy of the same to TPNODL.
- 39) Appropriate Manpower with requisite skill sets for carrying out the disconnection services would be provided by the bidder for each division so allocated. The prioritization for execution of disconnection service shall be done by the Engineer in charge
- 40) Bills to be raised on a monthly basis for cases completed during a month and submitted to TPNODL. Bills submitted beyond two months will not be accepted. However final decision regarding acceptance to be taken by EIC
- 41) All types of DAs shall be part of this contract including Payment defaulters with Arrears , Door Locked and Enforcement DAs.

**Penalty/ Liquidated Damages:**

- 1) The Business Associate shall provide the feedback to the concerned Engineer- In - charge within 15 calendar days of the receipt of the advice failing which TPNODL have every right to levy penalty under following cases.
  - a) If Disconnection Order, DO ( henceforth called DA) value is Rs. 5000/- or below , the LD will be calculated @ Rs. 50/- per week ( 7 days) or part thereof per day beyond 20 calendar days from date of handover.
  - b) If DA value is above Rs. 10000/- than the LD will be Rs. 100/- per day beyond 15 calendar days from the date of handover.



2) If the bidder fails to execute any particular DA, penalty at the rate Rs. 100/- will be levied. Also the above DOs shall be taken back from the agency and the same will be got executed from some other source.

3) If any unethical activity is reported LD of Rs 10000/- per instance would be levied. Also agency will be liable for following penalty/action: Removal of Agency's employee from the job. (Voluntary/ on advice of TPNODL). Penalty of double the amount embezzled and bribe taken by employee of the agency. Where embezzlement is more than Rs. 10000/- police action against the employee has to be taken by the Business Associate(s) under intimation to TPNODL..In cases such instances exceed more than 5 in one financial year the agency may be black listed.

4) BA Shall maintain the record of Duplicate DA Issued to them along with reasons for issue of duplicate DA in case issue of duplicate DA is attributed to BA's negligence, Rs. 50 per DA shall be recovered from BA'S Bills.

5) In case of change of BA / Termination of BA, BA shall handover all the pending DOs to the new agency in presence of Engineer in Charge of TPNODL. Settlement of account of BA shall be done only after 3 months from the date of termination / change of BA to safeguard interest of company and consumer for any misdeeds of BA noticed post termination / change for the work done till termination / change.

6) For any single fatal accident BA will be liable to deduction of Rs. 50,000 for each instance during a financial year and in case such instances exceed more than three times during a year ,BA will be blacklisted. In addition for any major injury(Bone Injury/Burn Injury/Hospitalization more than 48 hour) BA will be liable to deduction of Rs.20,000 for each instance during a financial year and in case such instances exceed more than three times during a year ,BA will be blacklisted.

## **Incentive Payment**

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) found at site. This information will be sent in writing by BA to EIC or, and person nominated by the TPNODL 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, **incentive to the tune of 4%** of recovered amount excluding all taxes, duties etc. shall be shared with result of information provided by BA. This amount will be given to BA within 30 days of recovery made as a result of information provided by BA. All the payments made will be after TDS deduction. Bills will be raised by BA. However





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BA shall ensure no harassment of any kind faced by consumer due to the above activity being carried out by BA. Any violation may lead to termination of contract and any other contractual action as specified in the contract elsewhere. Also BA may be disqualified for future contracts.

**Annexure VIII**  
**Inspection Test Plan**

NA

**Annexure IX**  
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## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2.0 ETHICS

In our effort towards Excellence and in Management of Business Ethics at 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, vendors, Associates etc. by initiating immediate corrective actions.



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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.

All Associates and Stakeholders are requested to register any grievance on ethics violation on reported to the following e-mail ID: [ceooffice@tpnodl.com](mailto:ceooffice@tpnodl.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, 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.



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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



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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
<b>A</b>	<b>For bidders already Registered with TPNODL</b>	<b>100</b>
<b>A.1.</b>	<b>No violation of statutory compliances in last 1 year.</b> Deduction of 2 marks for each instance of violation in last 1 year. <b>Safety</b> Deduction of 2 marks for each instance of safety violation in last 1 year. Deduction of 5 marks for each reported Non-Fatal Accident in last 1 year In case of any reported fatal accident: <b>ZERO MARKS</b>	20  20
<b>A.2.</b>	<b>Timely Execution of Contracts</b> Total Achieved Score = {30 – 3 x (Avg. percentage LD deductions in last 2 years)}	30
<b>A.3.</b>	<b>Legal Issues with TPNODL</b> Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
<b>B</b>	<b>Bidders new to TPNODL</b>	<b>100</b>
<b>B.1.</b>	<b>Visits</b> 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 (Vendor Evaluation form attached as annex L). <b>Safety</b> Score achieved against BA Safety Management System Questionnaire	30  20
<b>B.2.</b>	<b>Client Referrals</b> At least 3 nos. Customer References for similar services in last 3 years. All customer references shall be either of the following: ▪ 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>B.3.</b>	<b>Blacklisting Information</b> Not blacklisted / debarred by any reputed organization/utility in last 2 years: 20 marks else 'Zero' marks	20

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

## 5.0 PRICES/RATES/TAXES

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by 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.



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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**

- 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 EIC, TPNODL.

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

Bills/ invoices shall mention Associate's GST Registration Number, PAN number as applicable.





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

### **6.3 Payment & Statutory Deductions**

Payment shall be released within 45 days from the submission of the bills. The associate shall submit "No Demand Certificate" in the format as per Annexure-D at the time of receipt of full and final payment. In case any non-compliance to contract conditions comes to TPNODL's notice, TPNODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPNODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPNODL at their sole discretion may deposit the PF etc. with statutory authorities. TPNODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly

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

#### **6.3.1 Statutory Deductions**

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Office of CFO, TPNODL located at TPNODL located at TPNODL Corporate Office, Januganj, District Balasore ,Odisha, India – 756019.

### **6.4 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.

### **6.5 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 NEFT 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**

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:

- 3% of the RC value as per prevailing Govt. Orders however same can be change or enhanced in case of any change in Govt. direction BA is supposed to be paid the difference of PBG amount as and when demanded by TPNODL. 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
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**\*\*Classification of BA s under SC/ST shall be governed under following guidelines:**

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





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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 vendor or by encashment of the SPBG as the case may be.

#### **12.4 Cost of repairs on failure in GP**

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

#### **12.5 Guarantee period for Goods Outsourced**

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

#### **12.6 Latent Defect**

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

#### **13.0 LIQUIDATED DAMAGES**

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



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

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

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone 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. The TPNODL management will review on the LD Waiver Request on the facts and will decide about the LD Waiver which may be part or the % of the LD imposed, however the TPNODL's management decision will be full and final.

### **13.2 Material Recovery**

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

### **14.0 ASSIGNMENT OR SUBCONTRACTING**

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

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPNODL in the contract document





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

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

## **15.0 UNLAWFUL ACTIVITIES**

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

## **16.0 CONFIDENTIALITY**

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

### **16.1 Documents**

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

### **16.2 Geographical Data**

Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of country or those of TPNODL shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the

TPNODL and upon execution of confidentiality agreements satisfactory to the TPNODL with such third parties prior to disclosure.

### **16.3 Associate's Processes**

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. TPNODL shall hold in confidence such processes and shall not disclose such processes to the third parties without prior approval of the Associate and execution by such third parties of secrecy agreements satisfactory to the Associate prior to disclosure. Upon completion of contract, such processes shall become the property of the TPNODL. Title to technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of test results, schematics, layouts and such other information, which the Associate has supplied to the TPNODL under the Contract shall be passed on to the TPNODL. The TPNODL shall have the right to use these for construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

### **16.4 Exclusions**

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

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

### **16.5 Violation**

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

## **17.0 INTELLECTUAL PROPERTY RIGHTS**

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



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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.
- 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 Connivance**

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.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPNODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPNODL.

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

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



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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





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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**

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 & the writ jurisdiction of Hon'ble High Court of Odisha at Cuttack and any matter arising here from shall be subject to applicable law in force in India.

## **25.0 ATTRIBUTES OF GCC**

### **25.1 Cancellation**



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

### **25.2 Severability**

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

### **25.3 Order of Priority**

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

### **26.0 INSURANCE**

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

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in 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.tpnodl.com](http://www.tpnodl.com) to provide your feedback according to the guidelines mentioned below:

## 30.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be lodged by log on to our website [www.tpnodl.com](http://www.tpnodl.com).

## 31.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
3.	Performa for Performance Bank Guarantee (CP cum EP)	B
4.	Performa for No Demand Certificate by Associate	C
5.	Performa for Indemnification on Statutory Compliance	D
6.	Performa For Application For Issuance of Consolidated TDS Certificate	E
7.	HR Service Level Agreement	F
8.	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



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13.	Vendor Appraisal Form	L
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**ANNEXURE-A**

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

**TP Northern Odisha Distribution Limited**

**Balasore**

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:



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



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**ANNEXURE- B**

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

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

**Note:**

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

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**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 Vendor") for the supply cum erection / civil work of \_\_\_\_\_ (hereinafter referred to as "the said Equipment") for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for 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 Vendor" such amount or amounts not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfilment and "the Vendor" shall have no right to question such judgment.
4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

**Witness**

1. \_\_\_\_\_

Bank's rubber stamp

Banks full address

2. \_\_\_\_\_

Designation of Signatory

Bank official number





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**ANNEXURE-C**

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

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

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

**(Certificate No. CCP/002)**

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**



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**ANNEXURE – D**

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

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

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

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Signature**

**Place**

**Name Designation**

**(Company Seal)**



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**ANNEXURE-E**

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

To be printed on the letterhead

To,

**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**



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## **ANNEXURE - F**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by TPNODL Core Values:**

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

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

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

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

- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

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



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- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPNODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / 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 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ 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/2021-22/002 Dtd.26.04.2021

**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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



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If yes, furnish details:

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

Name of Insurance Company

.....

.....Policy No ..... Number of persons

covered ..... Period of coverage: From ..... To .....

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

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

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

**This Business Associate is / will be engaged in TPNODL.**

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



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**Form G**

**Undertaking**

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

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

Date:



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**Form**

**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 \_\_\_\_\_



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**FORM- VI A**

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

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





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**ANNEXURE – G**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

\_\_\_\_\_

( )

Authorized Signatory

For M/s

Seal



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**ANNEXURE-H**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

OEMs		Service Contractor		Material Contractor		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 Crore	
-------------------	--	--------------------	--	-------------------	--

**Additional information**

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

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

## **SECTION - A**

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

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
8	TPNODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations						
9	TPNODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC)						
10	TPNODL Engineer-in-Charge timely certifies the jobs executed/ material supplied						
11	TPNODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	Are you satisfied with the overall payment release mechanism of TPNODL						
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	Circle / Division						
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 <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPNODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPNODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						



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### SECTION – C

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

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

### SECTION - D

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

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



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### SECTION – E

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

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

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

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

We thank you for your time and courtesy!!





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## **ANNEXURE - I**

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

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

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

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

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

**Signature & Seal of the Bidder**





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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 VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

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

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

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

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

**(Details as per Annexure attached)**

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



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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

5.14.2 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.

5.14.3 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)*

5.15 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 zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If 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.

**5.16 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.

**5.17 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*.

**5.18 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:

- 5.18.2 Epilepsy
- 5.18.3 Colour blindness
- 5.18.4 Deafness
- 5.18.5 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 zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPNODL.



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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 3<sup>rd</sup> violation.

## 6.3 Safety Violation Escalation Matrix

### 6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	A	B	C	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	A	B	C	D	
5	Violation of SOP/ WI	B	C	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		

Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
A	Warning letter	Engineer Incharge	Nil	
B	Levy of Penalty	Engineer Incharge	2,000	
C	Memo to BA & Levy of Penalty	Head of Group	4,000	
D	Memo to BA & Levy of Penalty	Head of Department	10,000	
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000	

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

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				
S.No.	Safety Violation	1st	2nd	3rd	4th	Subsequent Violations
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	B	C	D	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	B	C	D	E	
5	Violation of SOP/ WI	C	D	E		
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility		Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.
A	Levy of Penalty	Engineer Incharge		5,000		
B	Memo to BA & Levy of Penalty	Engineer Incharge		10,000		
C	Memo to BA & Levy of Penalty	Head of Group		25,000		
D	Memo to BA & Levy of Penalty	Head of Department		50,000		
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department		1,00,000		
Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)						

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

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)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
<b>N</b>	Memo to BA and levy of penalty	Head of Group		25,000/-		
<b>O</b>	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
<b>P</b>	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
<b>Q</b>	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		
Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts						

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



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

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

## **6.3.2 COMPENSATION FOR BA PERSONNEL**

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

### **I. For Death or Permanent / Total Disablement**

The BA shall take an insurance coverage of at least Rs. 10 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

### **II. For Permanent Partial Disablement and Temporary Total Disablement**

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.





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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>					
<b>- Is there a written company Safety policy?</b>  - If yes provide a copy of the policy, if No please refer Note 1.		1			
<b>- Does the company have an Safety Management system</b>  - If yes provide details, if No please refer Note 1.		1			
<b>- Is there a company Safety Management System manual or plan?</b>  - If yes provide a copy of the content page(s), if No please refer Note 1.		2			
<b>- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b>  - If yes provide details, if No please refer Note 1.		2			

Certification				
<i>Safe Work Practices and Procedures</i>				
<b>- Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b>  - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.  - Comments	1			
<b>- Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
<b>- Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
<b>- Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			

Certification				
<b>- Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
<b>- Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
<b>- Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</b>  - If yes provide details	1			
<i>Safety Performance Monitoring</i>				
<b>- Are employees regularly provided with information on company health and safety performance?</b>  - If yes provide details	1			
<b>- Has the company ever been convicted of an occupational health and safety offence?</b>  - 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)			

Certification				
	ONE for each case			
<ul style="list-style-type: none"> <li>- Has there been any fatal accident of employee at TPNODL site in past.</li> <li>- (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO.</li> <li>- In case of yes please refer Note 4.</li> </ul>	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
Company Reference				
<ol style="list-style-type: none"> <li>1. Name of company</li> <li>2. Name of company</li> </ol>				

## Note

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

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

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

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

- Action plan for enhancing safety awareness
- Action plan for safety training of employee
- Action plan for increasing safety audit in field
- Action plan for provision and utilization of safety PPE.
- Action plan for fatality reduction.
- Action plan for enhanced supervision at site
- Action plan for making employee more responsible and accountable for safety.
- Action plan for availability and utilization of all required tool and equipment.

- ix. *Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.*
- x. *Safety initiatives planed or started recently.*
- xi. *Any other point.*

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

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

***Risk Assessment Form***

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

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



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"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>

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.

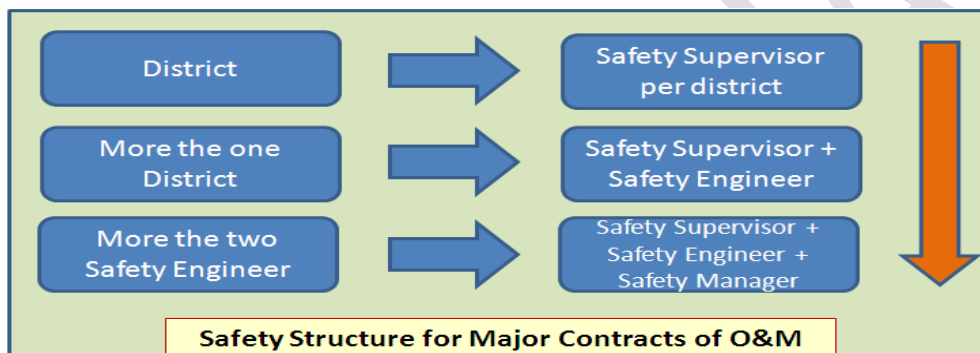
## Annexure 3.1 (Refer Para 4.0)

### 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.



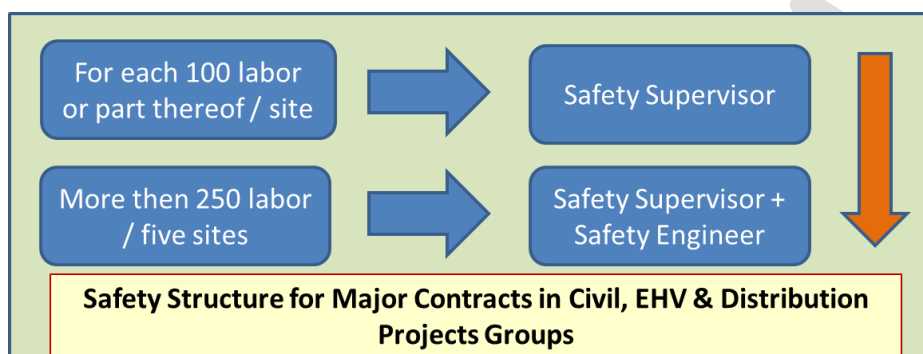
### Annexure 3.2 (Refer Para 4.0)

**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.



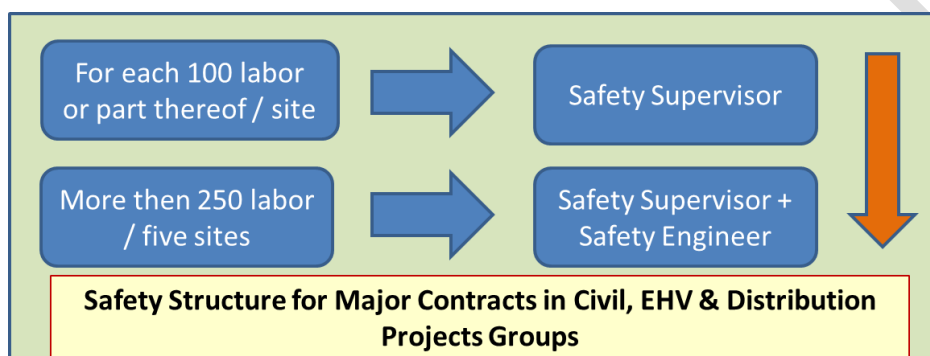
### Annexure 3.3 (Refer Para 4.0)

**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)

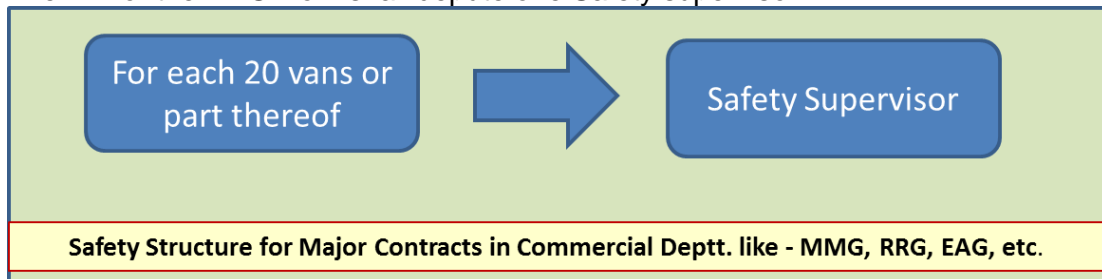
### General Safety Conditions for the major contract work in Commercial Department like – Meter Reading, Billing, Collection, Disconnection, MMG, RRG, EAG, etc.:

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.





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**Annexure 4 (Refer Para 3.3)**

**Safety Undertaking by way of Affidavit**

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

1. The present undertaking shall remain in force from the date of execution of contract awarded by 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 sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by TP 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 as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by 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.



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6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPNODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPNODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold 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 /Subcontractor 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 Zone Creation

**Session: 1**

**Topic:** Electrical Safety Aspects

**Sub Topics:**

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance:
  - Planning of the maintenance job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor of the TPNODL
  - Identification of Risks associated with the maintenance work and planning for controlling measures by TPNODL supervisor
  - Creation of safety zone 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 zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
  - Planning of the job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor

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

## **Session: 4**

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

## **Session: 5**

**Topic:** Practical demonstration of Safety Zone creation

## **FREQUENCY**

### **Regular Safety Training Program**

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

### **One Day Induction Safety Training Programs:**

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of 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)	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 (Colour – Black) with PU toe cap.	IS: 15298(Part-2) and with test report of electrical resistance.	

02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	
04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		

07	Safety Chain for shorting cum earthing.	As per TPNODL standard	
08	Reflective jacket to each workman	As per TPNODL standard	

*Note : Picture shown are for indicative purpose only. Actual product may differ.*

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record <i>(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)</i>		Monthly	F09 (COR P - 12)
Safety Talk Register		Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

**Annexure 8 (Refer Para 5.8) LIST OF AUDITS TO BE CONDUCTED**

Note:

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



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**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

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

Name of BA:

Name of the Project and Purchase order No:

Date of commencement of work:

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

Cumulative Man Hour worked:

Total Number of

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

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

**Detail of the Incident / Sub Standard Acts and Condition**

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from 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.*



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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  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.





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*Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5<sup>th</sup> of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.*

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

### **ANNEXURE-L**

#### **VENDOR APPRAISAL FORM**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>			
<b>VENDOR:</b>			
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b>		:
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>		:
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b>		:
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b>		:
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b>		:
<b>7.0</b>	<b>CREDIT LIMIT</b>		:

<b>8.0</b>	<b>TECHNICAL</b>		
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	8.2	NO. OF DRAUGHTSMAN	:
	8.3	COLLABORATION DETAILS (IF ANY)	:
		8.3.1 DATE OF COLLABORATION	:
		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:
		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:

		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:

	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC. (AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
11.0	<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>		:
12.0	<b>SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS</b>		:
13.0	<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>		:
14.0	<b>POWER SITUATION</b>		:
15.0	<b>LABOUR SITUATION</b>		:
16.0 *	<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>		
17.0	<b>ORGANIZATIONAL DETAILS</b> <ol style="list-style-type: none"> <li>1. PF NO</li> <li>2. ESI NO</li> <li>3. INSURANCE FOR WORK MAN COMPENSATION ACT NO</li> <li>4. ELECTRICAL CONTRACT LIC NO</li> <li>5. ITCC / PAN NO</li> <li>6. SALES TAX NO</li> <li>7. WC TAX REG. NO</li> </ol>		:
18.0	<b>DOCUMENTS TO BE ENCLOSED:</b> <ol style="list-style-type: none"> <li>1. FACTORY LICENCE</li> <li>2. ANNUAL REPORT FOR LAST THREE YEARS</li> <li>3. TYPE TEST REPORT FOR THE ITEM</li> <li>4. PAST EXPERIENCE REPORTS</li> <li>5. ISO CERTIFICATE –QMS, EMS, OHAS, SA</li> <li>6. REGISTRATION OF SALES TAX</li> <li>7. COPY OF TIN NO.</li> <li>8. COPY OF SERVICE TAX NO.</li> <li>9. REGISTRATION OF CENTRAL EXCISE</li> <li>10. COPY OF INCOME TAX CLEARANCE.</li> <li>11. COPY OF PF REGISTRATION</li> <li>12. COPY OF ESI REGISTRATION</li> <li>13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO</li> <li>14. COPY OF ELECTRICAL CONTRACT LIC NO</li> </ol>		



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	15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	
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\* **Classification of BA s under SC/ST shall be governed under following guidelines:**

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

**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/Vendor:** 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.

## 15. Safety Policy

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## TPNODL

### 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: 01<sup>st</sup> April 2021

(Bhaskar Sarkar)  
Chief Executive Officer

Lighting up Lives!





## 16. Safety Organization & Responsibilities

### 16.1 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 fulltime 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/Subcontractor safety supervisors/officers will work with Tata Power Safety Managers and align themselves with Tata Power safety requirements.

Each Contractors'/Subcontractors' Site Manager is responsible, and will be held accountable, for the safety of their sub-contractors and 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.

### 16.2 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.

### 16.3 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



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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.

#### 16.4 Vendor/Contractor

Vendors/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.

### 17. 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.

#### 17.1 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](http://www.tatapower.com))

#### 17.2 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](http://www.tatapower.com))

#### 17.3 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](http://www.tatapower.com))

#### 17.4 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



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

#### 17.5 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](http://www.tatapower.com))

#### 17.6 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 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com))

#### 17.7 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](http://www.tatapower.com))

#### 17.8 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](http://www.tatapower.com))

#### 17.9 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](http://www.tatapower.com))

#### 17.10 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-TPSMS/CSP/FSM/011 REV 01 available on official website of Tata Power ([www.tatapower.com](http://www.tatapower.com))

## 17.11 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](http://www.tatapower.com))

## 17.12 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](http://www.tatapower.com))

## 17.13 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](http://www.tatapower.com))

## 17.14 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](http://www.tatapower.com))

## 17.15 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](http://www.tatapower.com))

## 17.16 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](http://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](http://www.tatapower.com)) for your reference.

## 18. 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.

### 18.1 Tata Power Site Safety Orientation

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All Tata Power contractor and subcontractor 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

#### 18.2 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.

#### 19. 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.

#### 20. 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

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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, vendor 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.

## 21. 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 Equipments, lifting Tools & Tackles and hand tools used at site	%	80	5
4	Condition of tools, tackles and equipments	%	100	15
	<b>Lag Indicators</b>			
1	Number of Fatalities	No.	0	30
2	Number of Lost work day case (LWDC)	No.	0	10





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3	Man-days Lost	No.	0	10
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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 (TPSDI) worker on high-risk jobs.	5	5000/-
3.	Unhygienic/Bad condition of PPE	2	250/-
4.	Not following Tata Power Procedure & Standard	4	2000/-
5.	Unsafe Act/Condition of Severity 4	4	2000/-
6.	Unsafe Act/Condition of Severity 5	5	5000/-
7.	No Earthing of Electrical equipment	5	5000/-
8.	Damaged welding cable	5	5000/-
9.	Violation of Positive Isolation Procedure ( LOTO Not followed )	5	5000/-
10.	ELCB of more than 30 mA/ELCB not working	5	5000/-
11.	On/Off switch of welding m/c not working	5	5000/-
12.	Electric cable tied with metal wire	5	5000/-
13.	Leakage found DA hose / cylinder	5	5000/-
14.	Use of LPG	5	5000/-
15.	Use of Three-wheeler at the work site.	5	5000/-
16.	Starting the job without Tool Box Talk	5	5000/-
17.	Splatter falling on DA hose / Gas-line/ pathways / Equipment	5	5000/-
18.	No safety latch in crane hook	5	5000/-
19.	Load raised or swung over people or occupied areas of buildings	5	5000/-
20.	Persons standing in swing area of construction equipments.	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 life line 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 cables into socket, without using plug.	4	2000/-
30.	Use of damaged electrical cable/two core cables.	4	2000/-
31.	Inflammable material found in D.B Room./ welding areas.	4	2000/-
32.	Loose material falling into excavated pit	4	2000/-
33.	Water logging into excavated pit	4	2000/-
34.	No / inadequate Barricade	4	2000/-



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

Sr No	Description of violation	Severity	Penalty /
65.	Trying to board or alit from running vehicle.	3	500/-
66.	Cylinder Valves of Gas cylinders not closed when not in use.	3	500/-
67.	Flash-back arrester not used.	3	500/-
68.	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 provide when the vehicle is parked.	3	500/-
71.	Suitable Trolley not provided to hold the cylinders.	3	500/-
72.	Locked First Aid box	3	500/-
73.	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	500/-
74.	Person found jumping barricading tape	3	500/-
75.	Stacking of pipes, pile casing , drums without chock blocks/wedges	3	500/-
76.	The terrain on which Heavy Equipment/Machinery moves is not reasonably hard.	3	500/-
77.	Without Safety Helmet at working sites	4	250/-
78.	Without Crash Helmet (on bikes)	4	500/-
79.	Without Full body double lanyard Safety Harness (for work at height)	5	5000/-
80.	Without Hand gloves - Material Handling, Welding, Cutting,	4	100/-
81.	Without Safety goggles/ face shield - Welding/Cutting /Grinding	5	5000/-
82.	Handling Chemical without PVC Apron	5	5000/-
83.	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders)	5	1000/-
84.	Sleeping at Work Place	3	100/-
85.	Driving beyond speed limit	3	1000/-
86.	Seat Belt While Driving (for front seat passengers and driver)	3	500/-
87.	Driving without license	4	1000/-
88.	Heavy Commercial vehicles without reverse horn	3	500/-
89.	Non functional Head light/ tail light and side indicators	3	100/-
90.	Using Mobile Phone During Driving	5	5000/-
91.	Poor visibility of registration number/ without registration number	3	100/-
92.	Broken/ without Side view mirror	3	100/-
93.	Over speeding above specified limit	3	500/-
94.	Broken/ Without Pressure gauge on Oxygen/ LPG / Acetylene cylinder.	3	500/-



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Sr No	Description of violation	Severity	Penalty /
95.	Without Flash back arrestor on Industrial Acetylene & Oxygen cylinders.	5	5000/-
96.	Spillage of hazardous material/chemicals during transportation	4	2000/-
97.	Electrical equipment without Earthing/ ELCB/ Double Insulation Cable.	5	5000/-
98.	Lifting Tools & Tackles used without/ expired Test Certificates.	5	5000/-
99.	Housekeeping repeatedly not maintained		
100.	• First Time	3	Warning
101.	• Second Time	4	1000/-
102.	• Third Time	5	5000/-
103.	Serious Violation Of House Keeping (after 1 <sup>st</sup> or 2 <sup>nd</sup> warning to be decided by Project Manager depending on the severity)		Rs.10000/- and above
104.	Repeat Violation of same nature	5	5X Violation

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**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 at our website:

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

The Contractor is requested to bring any concerns regarding this to the notice of our Chief-Contracts & Material Management e-mail [sunil.bhattar@tpnidl.com](mailto:sunil.bhattar@tpnidl.com).

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**ANNEXURE XII**  
**ENVIRONMENT & SUSTAINABILITY POLICY**



**CORPORATE ENVIRONMENT POLICY**

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

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

(Praveer Sinha)  
CEO & Managing Director

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

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## CORPORATE SUSTAINABILITY POLICY

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

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

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

(Praveer Sinha)  
CEO & Managing Director

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

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