



TP WESTERN ODISHA DISTRIBUTION LIMITED
(A Tata Power & Odisha Govt. joint venture)

Procedure for Participating in Tender

Tender Enquiry No.	Work Description	EMD (Rs.)	Tender Participati on Fee	Last date and time for Payment of Tender Participation Fee
TPWODL/SD/O/SER/029	Rate Contract For Revenue Recovery of Permanent & Temporary Disconnected and Live Cases	2 Lacs	Rs. 5900	11.08.2021 1500 Hrs

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

Procedure for Participating in Tender. Following steps to be done before “Last date and time for Payment of Tender Participation Fee” as mentioned above

1. Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
 - a. Tender Enquiry number
 - b. Name of authorized person
 - c. Contact number
 - d. e-mail id
 - e. Details of submission of Tender Participation Fee
2. For MSME Category Bidders: - Bidders from MSME category are exempted for payment of tender fee and have to pay only 50% EMD amount. Interested MSME bidders are required to submit undertaking with valid registration certificate before last date and time of tender purchase.
3. Non-Refundable Tender Participation 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 number –

Account Name: TPWODL

Bank Name: UNION BANK OF INDIA, SAMABALPUR NAYA PARA

Branch Code: 536521

Bank Account No. : 365201010033244

IFSC Code: UBIN0536521



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E-mail with necessary attachment of 1 and 2 above to be send to srikant.dash@tpwesternodisha.com with copy to sambit.sahoo@tpwesternodisha.com and harish.sharma@tpwesternodisha.com before “Last date and time for Payment of Tender Participation Fee”

Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above after which link from Tata Power 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 Tata Power 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 bidder who have done the above steps (Payment of tender fee and submission of letter with requisite details) 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 Tata Power 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.



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OPEN TENDER NOTIFICATION

FOR

RATE CONTRACT FOR Revenue Recovery of Permanent & Temporary Disconnected & Live cases

Tender Enquiry No.: TPWODL/SD/O/SER/029

Due Date for Bid Submission: 23/08/2021

**TP Western Odisha Distribution Limited
(A TATA Power and Odisha Government Joint Venture)
Procurement & Stores Department**



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1. Event Information

1.1. Scope of work

OPEN Tender are invited from interested Bidders for entering into a firm Rate Contract valid for 1 year as defined below:-

S. No.	Description	EMD Amount (Rs.)	Tender Fee* (Rs.)
1.	Revenue Recovery of Permanent & Temporary Disconnected & Live cases	2,00,000	5,900

**inclusive of GST*

1.2. Availability of Tender Documents

As per "Procedure for participating in tender".

1.3. Calendar of Events

(a)	Date of sale/ availability of tender documents from TPWODL Website	03.08.2021 15.00 Hours
(b)	Last date and time of Payment of Tender Fee	11.08.2021 15.00 Hours
(c)	Last Date of receipt of pre-bid queries, if any	14.08.2021 15.00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	18.08.2021 15.00 Hours
(e)	Last date and time of receipt of Bids	23.08.2021 15.00 Hours
(f)	Date & Time of opening technical bids	Participating Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Technical Bids are opened. Refer Section 4.2 for details
(g)	Date & Time of opening of Price of qualified bids	Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Price Bids are opened. Refer Section 4.5 for details.

Note: - In the event of extension of last date of submission of bids, same shall be intimated to the participating bidders through e-tender system.



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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) - Not 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 and ESI Registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

1.5. Deviation from Tender

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

1.6. Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents:

- i. EMD of requisite value and validity
- ii. Tender fee of requisite value
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document
- v. Filled in Schedule of Deviations as per Annexure III
- vi. Filled in Schedule of Commercial Specifications as per Annexure IV
- vii. Receipt of Bid within the due date and time

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

1.7 Qualification Criteria

- 1 The Bidder should share the minimum value of order copy with completion certificate with the experience mentioned in SI no 2.
- 2 The bidder should have experience of Recovery, preferably based on percentage system in Banking sector. Experience in Security Agency, Enforcement activities and Bill Collection services may be considered.
- 3 Bidder must have all Statutory Compliance like Valid PAN, ESI registration, EPF registration & GSTN Registration. Copy of all the certificate shall be submitted in this regard.



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- 4 The Bidder should have ISO 9001:2015 Certification. Copy of certificate shall be submitted in this regard. In case on non-availability, same to be submitted within 1 month post award of contract.

However, TPWODL reserve the right to scrutinize and reject any of such existing vendors without assigning reason what so ever may be.

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, TPWODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in 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. Supplier Confidentiality

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

2. Evaluation Criteria

- The bids will be evaluated technically on the compliance to tender terms and conditions
- The bids will be evaluated commercially on the overall all-inclusive lowest cost for the individual LOT as defined in the tender BOQ as calculated in Schedule of Items [Annexure I]. TPWODL however, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPWODL may reject the bids.

2.1 Price Variation Clause: The prices shall remain firm during the entire contract period.

2.2 Quantity variation Clause: There will not be any guarantee on quantity of job. Job has to be carried out on as and when required basis order from TPWODL on the quantity to be specified in the release order.



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3. Submission of Bid Documents

3.1 Bid Submission

Bidders are requested to submit their offer in line with this Tender document.

All correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc will happen only through Tata Power E-Tender system (Ariba).

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have participated in the Tender as elaborated in procedure for participating in tender.

Bids shall be submitted in 4 (four) parts:

FIRST PART: "EMD" as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee/ NEFT/ RTGS transfer favoring 'TP WESTERN Odisha Distribution Limited' payable at Sambalpur. The EMD has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by TPWODL and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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

Account Name: TPWODL
Bank Name: UNION BANK OF INDIA, SAMABALPUR NAYA PARA
Branch Code: 536521
Bank Account No. : 365201010033244
IFSC Code: UBIN0536521

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

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

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

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

Chief (Procurement & Stores)
TP WESTERN Odisha Distribution Limited
Corporate Office, Burla, Pin - 768017



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SECOND PART: "TECHNICAL BID" shall contain the following documents:

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

The technical bid shall be properly indexed and is to be submitted through TPWODL E-tender System (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 TPWODL E-Tendering system (Ariba) only. Hard copy of Price Bid not be submitted.

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

EMD

**"Rate contract for Revenue Recovery of
Permanent & Temporary Disconnected and Live Cases
TPWODL area."**

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

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.



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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 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

Please note all correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc will happen only through Tata Power E-Tender system (Ariba).

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidders who have participated in the Tender as elaborated in procedure for participating in tender.

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

Communication Details:

Name: Srikant Dash
Email ID: srikant.dash@tpwesternodisha.com
Contact No: 9204750234

Escalation Matrix:
Name: Sambit Kumar Sahoo
Email ID: sambit.sahoo@tpwesternodisha.com
Contact No: 9250008873

Chief – Contract & Stores:
Name: Mr. Harish Sharma
E-Mail ID: harish.sharma@tpwesternodisha.com

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

3.3 Bid Prices

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating



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the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPWODL. 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.

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 TPWODL 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), if applicable

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

The EMD shall be forfeited in case:

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

Or

b) The successful Bidder does not

- i. accept the Purchase Order/Rate Contract, or
- ii. Furnish the required Performance Security Bank Guarantee.



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3.9 Type Tests (if applicable)

Not Applicable.

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

4.2. Technical Bid Opening

Bids will be opened at TPWODL Office, Sambalpur. All tender bids shall be opened internally by TPWODL. Presence of any bidder will not be allowed during bid opening process. Technical bid must not contain any cost information whatsoever.

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

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one. Participating Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Technical Bids are opened.

4.3. Preliminary Examination of Bids/Responsiveness

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

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

Prior to the detailed evaluation, TPWODL 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 TPWODL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.



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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, TPWODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPWODL 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 TPWODL.

4.5. Price Bid Opening

Price Bid of only Technically Qualified Bidders shall be considered and open internally by TPWODL. Bidders will get mail intimation from Tata Power E-Tender system (Ariba) when their Price Bids are opened. 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 TPWODL without any further correspondence in this regard.

4.6. Reverse Auctions

TPWODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached 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 Award Decision

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

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

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

6 Order of Preference/Contradiction

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



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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. Acceptance Form for Participation in Reverse Auction (Annexure VI)
7. General Conditions of Contract (Annexure VIII)

7 Post Award Contract Administration

7.1. Special Conditions of Contract

- The period of the contract shall be for one year. All the cases shall be allocated within a period of one year and the Incentive/Penalty shall be applicable within this period. However, if the Vendor feels that sufficient follow-up has been done with Consumers and there is likelihood of recovering the arrears with further follow-up, TPWODL reserves the right to extend the contract on a year to year basis for a period of further one year as per the agreed rates & terms & conditions.
- Rate shall remain FIRM till the validity of Rate Contract.
- TPWODL 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 TPWODL. However in case of delay in work execution owing to reasons not attributable to TPWODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPWODL.
- Performance Bank Guarantee amounting to 5% of the first year contract value shall be submitted by the BA as per GCC for a period equivalent to contract validity period plus one month.
- Quotation in all BOM items is mandatory, and bid shall be rejected if any line is found blank in un price bid.
- Persons engaged in rendering the above services will be Bidders employees and TPWODL shall have no responsibility towards their employment or the requirement to be insured under Employees state Insurance Act, 1948 or medically covered under Employees Provident Fund Act, 1952 and all other relevant labor laws such as Minimum Wages Act, Payment of Wages Act, Contract Labor Abolition Act etc., it will be BAs responsibility to obtain necessary code nos. and shall keep TPWODL completely indemnified against all claims, costs and charges arising out of personnel injury or death of your employees caused by any reason. In the event of any claims, you will be solely responsible to meet claims, costs, charges and expenses arising out of such claims.
- **Termination-** During the course of the execution, if at any time TPWODL observes and opines that the work under order is not being performed in accordance with the terms of this Agreement or TATA code of conduct is not being followed, TPWODL shall have the right to terminate the agreement by serving a 30 days' notice of termination on the BA in accordance with clauses of this



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Agreement. TPWODL shall be entitled to recover all damages from BA including losses occurred due to loss of time TPWODL's right to terminate the Agreement in terms of this clause shall be without prejudice to its other rights. In case the vendor may wish to move out of the agreement or otherwise is unable to discharge the obligations assumed by it hereunder due to reasons not attributable to TPWODL, then TPWODL shall have the right to invoke the PBG submitted by the vendor to which the vendor make no challenge or protest.

- Unless communicated by TPWODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- All other terms and conditions of TPWODL General Conditions of Contract shall be applicable.

7.2 Completion Period

Refer Annexure VII

7.3 Warranty Period

Not applicable

7.4 Payment Terms

The bidder shall submit the invoices on monthly basis and the payment shall be released within 30 days from the date of submission of certified bills/ invoices.

7.4.1 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. Please refer attached Environment Policy and Sustainability Policy, Annexure-XI for more details.

7.4.2 Ethics

TPWODL is an ethical organization and as a policy TPWODL 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.

TPWODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:

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

Bidder is advised to refer Tata Code of Conduct (TCOC) attached at Annexure X for more information.



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Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

sunilk.sharma@tpwesternodisha.com.

8 Specification and standards

As per Annexure II

9 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC attached along with this tender.

10 Safety

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



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ANNEXURE I

Schedule for Items and price Bid

Sr. No	DIVISIONS	Approximate Recovered Value Rs in Lakh	Approximate No of Consumers for Live Cases	Approximate No of Consumers for Permanent and Temporary Disconnected Cases	Service Charges over Amount Recovered for Permanent and Temporary Disconnected Cases in (%)	Service Charges over Amount Recovered for Live Cases in (%)
1	SED,SAMBALPUR(411)	4774	1982	3964		
2	JED, JHARSUGUDA(413)	2200	1100	2199		
3	DED, DEOGARH(414)	270	135	269		
4	SEED, SAMBALPUR(416)	3566	1537	3074		
5	BNED,BRAJRAJNAGAR(417)	1702	885	1769		
6	BED, BARGARH(512)	4033	1754	3507		
7	BWED, BARGARH(515)	1468	692	1383		
8	RED, ROURKELA(811)	3540	1969	3937		
9	SED, SUNDARGARH(812)	782	342	684		
10	RED, RAJGANGPUR(813)	1150	648	1295		
11	RSED, ROURKELA(814)	2682	1395	2790		
12	KEED, BHAWANIPATNA(903)	2631	1205	2409		
13	KWED, BHAWANIPATNA(904)	885	515	1029		
14	NED, NUAPADA(906)	953	479	958		



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15	BED, BOLANGIR(911)	4624	1764	3527		
16	TED, TITILAGARH(912)	2359	1129	2258		
17	SED, SONEPUR(915)	1140	579	1158		
	Total	38760	18110	36210		

Signature & Seal of the Bidder

NOTE:

- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. 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.
- The unit price/service charges in percentage to be indicated in col. 6 and 7. Service charges on Amount Recovered should be exclusive of taxes & duties which are to be indicated in separate columns meant for the purpose. GST will be applicable as per govt. prevailing rate.
- The prices shall be for TPWODL, for Locations as mentioned in Annexure I.
- It is mandatory to quote for all the line items, however TPWODL reserves the right to assign to any BA to any Division.
- TPWODL reserves the right to allocate not more than 5 divisions to a single BA.
- Government cases shall be excluded from the allocation
- The bids will be evaluated commercially on the **overall all-inclusive lowest cost** as defined in the tender BOQ as calculated in Schedule of Items TPWODL however, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Bidders are advised to quote most competitive rates considering all factors like geographical layout, site conditions, all local conditions and factors, which may have any effect on the execution of the contract safety requirements.
- The prices shall be FOR TPWODL Locations.
- The maximum permissible service charges percentage over recovery amount will be 10% for permanent and temporary disconnected cases and 5% for live cases.



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ANNEXURE-II

Technical Specifications: Not Applicable.



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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 TPWODL'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:



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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 GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (90 days) (From the date of opening of bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

Seal of the Bidder:

Signature:

Name:



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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 tender	
3	Signed copy of this tender 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 if applicable	
16	Client Testimonial/Performance Certificates if applicable	
17	Credit rating/solvency certificate if applicable	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	
20	Drawings/Documents mentioned in Sr no. 18 of the specification	

Seal of the Bidder:

Signature:

Name



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

Signature & Seal of the Bidder



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ANNEXURE VII

SCOPE OF WORK / SERVICE LEVEL AGREEMENT

Introduction:

With TPWODL taking over WESCO utility w.e.f 01.01.2021 for operating in the Energy Distribution Business at Western Odisha area covering 5 circles including Sambalpur, Rourkela, Bargad, Balangir and Bhawanipatna. TPWODL has about 22 Lacs electricity connections. The customer base is a mixture of urban & rural.

As per the provisions of EA 2003, the utility carries out Meter reading, Generates Bill, provides sufficient period for making the payment. In case Consumer defaults on making payment, follow-up is done with Consumer. Disconnection notices are issued to defaulting consumers and power supply of consumers who refuse to pay even after notice expiry is disconnected. If a consumer does not pay even after 2 months of being disconnected, permanent disconnection is carried out with removal of Meter. Over the years there have been large number of defaulting Consumers who have been either Temporarily or Permanently disconnected.

A. Technical Job Scope:

Tender is being floated to appoint a Business Associate who will follow up on the Delinquent Temporarily and Permanently disconnected Consumers for outstanding revenue realization. The Business Associate is expected to recover from the given set of accounts on a commission basis (Percentage of recovery) actually made net of taxes etc. BA shall also be responsible to help with documentation, feedback and other formalities needed to present cases where dues were non recoverable.

B. Revenue Recovery:

Recovery Aids to be shared as per availability

- a) List of accounts defaulting in payment in payment along with due amount of Temporary & Permanently disconnected Consumers shall be assigned BA
- b) Copy of last Bill served to Consumer
- c) Copy of Legal documents served to Consumer if any

Deliverables by Recovery Agents

- a) Follow up with defaulting Consumers and ensure recovery of 100% Dues of TPWODL.
- b) Issuing Bill copies and Legal notices
- c) Identifying Unauthorized Use of Electricity and reporting to Divisional Officer.
- d) Identifying Consumer has taken new connection while continuing to default on old dues.
- e) Identification of theft and misuse of Electricity
- f) Identification of sealed properties and details of Financial institution that has sealed the property



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- g) Bill correction in coordination with Divisional Officers, In case Consumer insists he has been billed wrongly and the same has been agreed by TPWODL for review.
- h) Collecting Consumer details & explore the feasibility of bringing dues by other means in case Consumer / premises is not available
- i) Encouraging defaulters for one-time settlement within the framework of policy in the matter, or such other means as BA may decide in consultation with Divisional officers, in order to ensure recovery of dues.
- j) Bidders are required to submit Price bid for complete consumer base of a specific Division as per the line items given in attach format as Annexure named- 'Price Bid'.
- k) Immediately after awarding of the contract, Business Associate(s) should agree for submission of a detailed execution and resource deployment plan to TPWODL at least 15 days prior to commencement of work.
- l) The Business Associate(s) shall not further sublet the contract to any other BA / Vendor / Individual / Organisation.
- m) Performance Bank Guarantee amounting to 5% of the contract value shall be submitted by the BA for a period equivalent to contract validity period plus one months or full & final settlement of financials, whichever is earlier.
- n) Business Associate(s) shall support in Continuously Updating of Database as per feedback received from Site.
- o) To verify physical visit to Consumer, GPS coordinate mapping is compulsory along with site photographs, nearby meter cabin photographs etc.

C. COMMON TERMS & CONDITIONS

- Bidder to submit all relevant documents to confirm they meet the Pre-Qualification Requirement (PQR). Only bidder who meets the PQR shall be considered for further evaluation.
- The scope of contract shall include effective deployment of skilled personnel required to carry out the jobs detailed in this document.
- Before submitting quotation, the Vendor shall visit TPWODL Burla Office, make his own assessment of Scope of work by thorough study of available documents, seek clarification during Pre-Bid Meeting and Pre-Bid Queries.
- Company reserves the right to terminate the order / orders fully or partly with one month's notice in case of non-adherence to Terms & Conditions of order. In case of statutory violation, malpractice, order will be terminated without any notice. In case TPWODL/ Vendor need to exit the contract, three months' notice shall be served.
- The Vendor will have to make his own arrangement for transportation of his employees to consumer location/site for carrying out activity under this contract.
- Prices quoted shall be firm for one year and will exclude taxes & duties applicable which shall be indicated separately.
- All workers / employees working with TPWODL on this assignment, once awarded by TPWODL must follow TPWODL Safety Policy Rules & Procedures and all safety instructions given by Job in-charge.



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- TPWODL shall not be responsible for any loss/damage/accident to vendor's employee during the course of execution of work.
- Vendor shall be solely responsible for the safety of their employees including the payment of compensation in case of any accident to their employee as well to the general public during the course of work.
- TPWODL shall not be responsible for compensation under workman compensation act for any accident (Fatal or Non-Fatal) and injuries arising out of during the course of contract to the personal of agency.
- Any litigation expenses arising on account of BAs action / Behavior shall be borne by BA. TPWODL or its officers shall not be considered as a party to any of these litigations.
- This is a Principle to Principle contract, which means an Employer is entering a contract with another Employer for certain services.
- During the activity of follow-up with the consumers for recovering the dues, the BA should maintain appropriate behavior. BA shall use soft mode of communication during their interaction with consumers and refrain from using harsh words.

D. PERIOD OF CONTRACT AND RATE VALIDITY:

The period of the contract shall be for one year. All the cases shall be allocated within a period of one year and the Incentive/Penalty shall be applicable within this period. However, if the Vendor feels that sufficient follow-up has been done with Consumers and there is likelihood of recovering the arrears with further follow-up, TPWODL reserves the right to extend the contract on a year to year basis for a period of further one year as per the agreed rates & terms & conditions.

TPWODL reserves the right to terminate the contract before completion of contract period if the BA performance is not found suitable during the period of contract.

E. TERMS OF PAYMENT:

1. The quantities indicated in Schedule of quantities are indicative. Payment will be made on basis of actual amount actually recovered from consumer net of taxes / duties.
2. Bills to be submitted monthly in the name of TPWODL on the basis of amount recovered from consumers as per the contract terms and conditions and as per scheduled Rates of contract.
3. Payment will be made within 30 days of submission of correct bill and upon the Verification of the bills.
4. The quarterly bill will be subjected to the following deduction before payment
 - a) TDS
 - b) Any other taxes / duties as applicable
 - c) Penalty as per SLA
5. Performance Bank Guarantee will have to be submitted as per TPWODL requirement. Bank Guarantee shall be forfeited in case of non-performance
6. Bank Guarantee shall be returned to vendor on successful completion of the contract.



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F. GENERAL & STATUTORY CONDITIONS

The Vendor shall follow the provisions of following Acts / Rules.

- a) The Contract Labour (Regulation – Abolition Act), 1970
- b) The Indian Electricity Act, 1910 & Rules
- c) The Employees State Insurance Act, 1948 & Rules
- d) The Motor Vehicle Act 1988
- e) The Workmen’s Compensation Act, 1923 & Rules
- f) The Child Labour (Prohibition Regulation) Act, 1986
- g) Any other Act / Rules applicable to Particular Place/ /Activity /Operation.
- h) Standard of performance as guided by Odisha Electricity Regulatory Commission.

The Vendor shall also be responsible to observe / ensure the following contracts terms & conditions:

- 1) Vendor shall supervise his workforce on regular basis to achieve desired deliverables specified in the contract. Vendor shall be solely responsible for delivery of the results.
- 2) Vendor shall submit a declaration before 15th of each month giving details of the workmen planned to be employed by him in next month.
- 3) Vendor shall issue a Photo Identity card and an Employment cum attendance card to all his workmen.
- 4) Payment shall be made to workmen deployed by Vendor before 7th of each month by Vendor.
- 5) Vendor shall inform date and time of payment one day in advance for the same and submit the relevant Bank statement as evidence of disbursement of payment to the workmen.
- 6) Vendor shall display Circular / Notice of payment of remuneration to his workmen every month on Vendors Notice Board.
- 7) Vendor shall obtain labour license as per statutory requirements if more than 20 workmen are employed by him and for every 20 workmen employed thereafter.
- 8) Records shall be maintained and kept updated in Wages cum Muster roll and all other registers as required by statutory authorities. These registers shall be kept in Company’s premises in designated area.
- 9) The Vendor shall submit PO Checklist with muster Xerox copy every month after payment of wages.
- 10) PF payment shall be made on or before 15th of every month and Xerox copy of PF Challan shall be submitted to TPWODL office before 20th of each month along with forwarding letter.
- 11) ESIC Challan shall be made on or before 21st of every month and Xerox copy of Challan shall be submitted to TPWODL office before 25th of each month through a forwarding letter.
- 12) Vendor shall make Payment of Bonus, HRA, Labour Welfare Payment, Leave Wages, and Gratuity as specified by statutory authorities and applicable laws.



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- 13) Xerox copy of Annual returns filed by Vendor pertaining to the above compliances shall be submitted to TPWODL Office by Vendor.
- 14) Vendor shall make an entry in Office register before and after taking/bringing records after updating.
- 15) Vendor shall make records available for inspections and audits, both internal and by Labour Commissioner's Office.
- 16) Vendor shall keep records and comply with all new rules, acts, regulations or amendments to the existing ones whenever they come into effect.
- 17) Vendor shall be fully responsible for the due compliance by him / his sub Vendors with all statutory requirements and with all applicable labour laws including contract labour Abolition & Regulation Act, Workmen's Compensation Act, PF / ESI Act, payment of minimum wages as may be applicable to the Vendor, the sub-Vendors and their employees.
- 18) Vendor need to have PF registration and ESIC number (wherever required) to obtain the contract.
- 19) An Abnormally Low Bid is one where the Bid price (during any stage of Tender Process), in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price. In the event of identification of a potentially Abnormally Low Bid, TPWODL shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. After evaluation of the price analyses, in the event that TPWODL determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, TPWODL shall summarily reject the Bid.
- 20) Deviation from the Terms and Conditions if any should be enclosed with the Tender under the heading 'DEVIATIONS'.
- 21) TPWODL abides by Tata Code of Conduct in all its dealing with their stake holders and Vendor has any concerns you are requested to bring the same to the notice of our Chief Ethics Counsellor. Email ID: sunil.sharma@tpwesternodisha.com
- 22) Vendor shall obtain & submit Police verification report for each of the employee engaged in contract with TPWODL.
- 23) In case of consumer's complaint regarding behavior of any of your associate, concerned person will be terminated. Based on the severity of the incident termination of contract is also possible.

G. Scope of Work

1. After award of the contract a bucket of disconnected consumers will be handed over to the vendor. This list will be reviewed and updated every quarter, however the performance on the cases included in the list shall be reviewed on monthly or shorter duration as per the need and discretion of the competent authority.
2. Collecting details & exploring the feasibility of recovering dues.
3. Submitting a report on detailed feedback of such consumers in terms of possibility of recovery of principal and statistical amount, time for such recovery with details of issues / disputes, details of any other connections with TPWODL, in case of non-recoverable case details of payment refusal, possibility of settlement etc.



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4. Vendor shall suggest further course of action to TPWODL and execute the same after concurrence like
 - a) Assisting in sending legal notices & Bills to defaulter consumers and follow up for dues.
 - b) Educating consumers, the actions and implications to consumers having outstanding dues.
 - c) Recommend issuance of legal action on consumers for Recovery.
5. In case of readiness of consumer for settlement, bringing them for one-time settlement, such other means as the BA may decide in consultation with TPWODL Divisional officers.
6. The vendor will also be responsible to help with documentation, feedback and other formalities needed to present non-recoverable cases for legal proceedings.
7. Vendor shall advise consumers to make payment through any of the various channels provided by TPWODL on digital media or through CRC / BCC of TPWODL. Vendor can also collect cheque / DD from consumers during the collection and deposit the same to TPWODL office within 24 hours of collection of such instrument of payment.
8. Vendor is not authorized to collect cash against the due amount under any circumstances whatsoever. This may please be noted carefully.
9. The vendor is expected to perform as per SLA as attached.
10. Vendor representatives should not manhandle any Consumer during the process of recovery.
11. Vendor should deposit an indemnity bond for handling of Legal cases on behalf of TPWODL in case any legal lodged during the process of recovery.
12. Vendor shall quote their fees in terms of % of incentive on recovered amount per case.



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SLA:-

SR. No.	KEYSERVICE REQUIREMENTS	SERVICE LEVEL PARAMETERS	COMMENTS	Penalty / Incentive
1	The BA (Recovery Agent) has to follow-up 100 % Cases as per service level parameters and revert with the status of Payment and feedback duly captured in detail in writing in a prescribed format of allocated cases.	All cases assigned for the month to be covered for feedback and collection during the month.	The vendor needs to arrange attempt on 100% cases and revert with the status of payment potential	Penalty of Rs. 1000/ per case for if feedback not shared in required detail prescribed format.
2	Monthly Minimum Recovery to be made of the overall Allocation.	20% of the aggregate value of all cases allocated for the month	The vendor needs to attempt 100% recovery on all the allocated cases and ensure minimum 20% Recovery of the total Move Out Recovery allocation.	Penalty of Rs. 5000/- shall be levied if 20% Recovery is not achieved wrt Monthly aggregate of cases allocated.
3	Depositing of Cheques collected from consumers with TPWODL office within 24 working hours.	100% within 24 hours	Depositing Cheques collected from consumers with TPWODL office within 24 working hours.	Penalty of Rs.500/- per case beyond 24 hours
4	Accurate feedback for all the attempted cases along with GPS coordinates and site photographs to be shared with TPWODL team and all documentation and formalities needs to be completed.	100%	Accurate feedback and documentation need to be submitted.	Penalty of Rs 500/- per case where proper feedback is not provided.



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5	Reporting of Theft/Misuse to TPWODL Enforcement team	Constructively assisting TPWODL Enforcement team in booking theft cases	Accurate feedback with evidence and documentation need to be submitted to TPWODL enforcement team.	Incentive of 5 % of theft penalty amount realized
6	Bill revision for disputed cases	Assisting Divisional team in bill revision in disputed cases	Providing Accurate data and evidence for carrying out Bill revision in disputed cases	TPWODL team to examine and convey their decision within 15 days of the BA referring the disputed case

H. VENDOR SAFETY MANAGEMENT AND SITE SAFETY PLAN

DUTIES & RESPONSIBILITIES OF VENDORS

The Vendor shall take full responsibility for HEALTH and SAFETY of his employees during all site operations & in methods adopted on site in accordance with expected risks. He shall at his own expense arrange for the Accident Prevention First aid boxes, personal protective equipment, pre-employment medical test, etc. in his operations & activities as & when required. In case the Vendor fail to provide/arrange the above, the Site in charge of Tata Power Co., shall be entitled to provide the same & recover the cost there off from the Vendor.

SUPERVISION & DEPLOYMENT OF COMPETENT PERSONS

The Vendor shall engage required competent site supervisors with each group of workers for safe and correct workmanship, proper coordination of site work as per schedule. The Vendor shall also deploy Safety Officer/ steward for taking care of Safety requirement.

The Vendor shall assign a competent supervisor satisfactory to the Purchaser who shall be in attendance at the site during the progress of all work under the Agreement, except at such times as agreed to by the Purchaser and shall be our authorized representative for all purposes under the Agreement. The Vendor shall promptly replace a supervisor unsatisfactory to the Purchaser but shall not otherwise replace the supervisor during the duration of the work without Purchaser's concurrence and approval.

The Vendor shall provide the Police verification certificate for the labour and supervisors employed at TPWODL.

VENDOR SITE MANAGEMENT SUPERVISION



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Vendor management reports to and is accountable to the TPWODL Site supervisors. Each Vendor Management Team shall at all times comply with, and ensure that its employees, agents and sub Vendors comply with, all Site Safety Plan, rules, regulations and safe work practices. Specifically, Vendors / Sub Vendor shall comply with all applicable provisions of the following:

- Safety Hand Book & Rules and Procedure.
- Indian Safety regulations& Procedures



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ANNEXURE VIII

General Conditions of Contract – Attached separately with the tender.



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ANNEXURE IX

SAFETY POLICY AND SAFETY TERMS AND CONDITIONS

Definitions

Order Manager: Order Manager is the Tata Power 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 Tata Power under a signed contract.

Site Safety Management Plan: It is the safety plan agreed between Contractor / Service provider and Tata Power. 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 Tata Power level.

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



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Safety Policy: Tata Power safety policy will be applicable.




HEALTH AND SAFETY POLICY

Tata Power 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 endeavour 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: 11th March, 2019
TATA POWER
Lighting up Lives!


(Praveer Sinha)
CEO & Managing Director





TP WESTERN ODISHA DISTRIBUTION LIMITED
(A Tata Power & Odisha Govt. joint venture)

1. Safety Organization & Responsibilities

1.1 Contractor Site Management and Supervision

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

Each Contractor shall provide at least one competent full time safety supervisor for workforce of less than 100 numbers. When workforce ranges from 100 to 1000, the contractor has to provide at least one qualified safety officer and safety supervisors (reporting to the safety officer) in the ratio 1:100. For every 1000 addition in workforce, the contractor has to add 1 safety officer. The Tata Power 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.

1.2 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.

1.3 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



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correct where ever possible. Workforce is responsible for 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.

1.4 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.

2. 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.

2.1 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)

2.2 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)

2.3 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)

2.4 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



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this area. For complete procedure kindly refer Procedure Document No –TPSMS/CSP/WAH/004 REV 01 available on official website of Tata Power (www.tatapower.com)

2.5 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)

2.6 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.

2.7 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)

2.8 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)

2.9 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)

2.10 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



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2.11 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)

2.12 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)

2.13 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)

2.14 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)

2.15 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)

2.16 Contractor Safety Management Procedure

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

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

3. 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.



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3.1 Tata Power Site Safety Orientation

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

3.2 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.

4. 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.



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5. 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.

6. 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	%	80	5



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	Tools & Tackles and hand tools used at site			
4	Condition of tools, tackles and equipments	%	100	15
	Lag Indicators			
1	Number of Fatalities	No.	0	30
2	Number of Lost work day case (LWDC)	No.	0	10
3	Man-days Lost	No.	0	10

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



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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.	Spatter 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/-



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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 HVM/Mobile Crane operator does not having a valid HVM 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/-



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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.	<ul style="list-style-type: none"> • First Time 	3	Warning
101.	<ul style="list-style-type: none"> • Second Time 	4	1000/-
102.	<ul style="list-style-type: none"> • Third Time 	5	5000/-
103.	Serious Violation Of House Keeping (after 1 st or 2 nd 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 X

TATA CODE OF CONDUCT

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

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

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Procurement & Stores e-mail ID: harish.sharma@tpwesternodisha.com



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ANNEXURE XI

ENVIRONMENT & SUSTAINABILITY POLICY

Tata Power Policy may be applicable



CORPORATE ENVIRONMENT POLICY

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

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

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

(Praveer Sinha)
CEO & Managing Director

Date: 15th 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.

A handwritten signature in blue ink, appearing to read 'Praveer Sinha'.

(Praveer Sinha)
CEO & Managing Director

Date: 15th June, 2018

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