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

## Procedure to Participate in E-Tender

**Tender Enquiry No-TPWODL/VP/O/SU/ 2500001233**

| Tender Enquiry No | Work Description | EMD (₹) | Tender Participation Fee (₹) | Last Date and Time for payment of Tender Participation Fee |
|---|---|---|---|---|
| TPWODL/VP/O/SU/ 2500001233 | RC for 1 year for Supply of Earthing Coil and Earthing Pipe | 2,00,000 | For Odisha MSME Rs. 1000/- & others Rs.5000/- (Incl. GST) | 18.07.2026 1800 Hours |

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

**Procedure to Participate in Tender**.

Following steps to be done before "Last date and time for Payment of Tender Participation Fee" as mentioned above

1.
   a. **For Regular Bidders**- 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 –

      **Beneficiary Name : TPWODL Expenditure Account**
      **Bank Name : Union Bank of India**
      **Branch Name : Sambalpur Naya Para**
      **Address : At/P.O.- Sambalpur, Dt: Sambalpur, Odisha-768 001**
      **Branch Code 536521**
      **Account No. 365201010033244**
      **Account Type : Current**
      **IFSC Code : UBIN0536521**

   b. **For local MSME Category Bidders**- Local MSME Registered in the State of Odisha refer to Annexure-VIII (Norms for procurement from MSMEs registered in the state of Odisha) for details of tender participation. Interested MSME bidders are required to submit undertaking with valid registration certificate before last date and time of tender purchase.

2. **Authorization letter**- Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating
   a. Tender Enquiry number
   b. Name & Address of the Bidder
   c. Name of authorized person
   d. Contact number

e. e-mail id
f. Details of submission of Tender Participation Fee
g. GST Registration No
h. Undertaking with valid MSME registration certificate

E-mail with necessary attachment of 1 and 2 above shall be sent to vivek.pandey@tpwesternodisha.com with a copy to amitesh.kumar@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 TPWODL 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 TPWODL E- Tender system (Ariba). User manual to guide the bidders to submit the bid through E- Tender system (Ariba) is also enclosed.

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

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

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

Also, all future corrigendum’s to the said tender will be informed on Tender section on website https://www.tpwesternodisha.com.

# OPEN TENDER NOTIFICATION
# FOR

**RC for 1 year for Supply of Earthing Coil & Earthing Pipe**

**Tender Enquiry No.: TPWODL/VP/O/SU/2500001233**

## Due Date for Bid Submission: 28.07.2026

# TP Western Odisha Distribution Limited
# Sambalpur, Odisha

## CONTENTS OF THE ENQUIRY

TPWODL

# 1. Event Information

## 1.1. Scope of work

Open Tenders are invited through E-Tender Bidding Process for procurement of the following testing instrument from interested Bidders:

| S. No. | Description | EMD Amount (Rs.) | Tender Fee (Rs.) |
|---|---|---|---|
| RC for 1 year for Supply of Earthing Coil & Earthing Device | | 2,00,000 | Odisha MSME - Rs.1000/-& others Rs. 5,000/- |

*Tender fee inclusive of GST@18%*

**1.2. Availability of Tender Documents:** Tender document is available in TPWODL website.

## 1.3. Calendar of Events

| | | |
|---|---|---|
| (a) | Date of sale/ availability of tender documents from TPWODL website | 07.07.2026 |
| (b) | Last date and time of Payment of Tender Fee | 18.07.2026 1800 Hours |
| (c) | Last Date of receipt of pre-bid queries if any. | 20.07.2026 1800 Hours |
| (d) | Date and Time of Pre-Bid Meeting (If any) | If required shall be intimated on later stage |
| (e) | Last Date of Posting Consolidated replies to all the pre-bid queries as received | 22.07.2026 1800 Hours |
| (f) | Last date and time of receipt of Bids | 28.07.2026 1800 Hours |
| (g) | Date & Time of opening technical bids & EMD (Envelope-1 & 2) | Participating Bidders will get mail intimation from TPWODL E Tender system (Ariba) when their Techno-commercial Bids are opened. |
| (h) | Date & Time of opening for Price of qualified bids | Bidders will get mail intimation from TPWODL, E-Tender system (Ariba) when the Price Bids of Techno commercially qualified bidders are opened. |

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

**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. In case of MSME, copy of undertaking with MSME registration certificate shall be submitted against exemption of Tender fee submission.

1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.

1.4.4 Drawing, Type Test details along with a sample of each item as specified at Annexure I (as applicable)

1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letterhead.

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 (In case any of these documents is not availablewith 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**

1.7.1 The Bidder should possess the followings:

(i) Valid GST registration certificate

(ii) Valid PAN No copy.

(iii) Odisha State MSME Certificate (if applicable)

1.7.2 Bidders should have At least two (02) Performance Certificate by any Discoms / PSUs / Reputed companies is to be submitted. The work against these issued certificates should be completed in last 7 years years from the date of bid submission. In case the bidder has got previous association with TP Discoms for supply of similar product, performance feedback of the same will be solely considered irrespective of the performance certificate issued by bidder's other customers. Copies of Performance Certificate to be submitted in this regard.

1.7.3 The Average Annual Turnover requirement for the prospective bidder(s) during last three consecutive FY i.e FY 22-23, FY 23-24 and FY 24-25 shall be at least Rs. 1.0 Crore. Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria. Copy of audited P&L Account (with UDIN no.) to be submitted in this regard.

1.7.4 The bidder should be a manufacturer. Bidder must submit self undertaking in this regard. Bidder Should have in-house testing facilities for Acceptance test as per TP Odisha Discom's technical specifications. The Bidder should have in house Galvanized Coating plant at their own factory premises. Bidder must submit self undertaking in this regard.

1.7.5 The Bidder should have Order Copy of similar items of total cumulative value of Rs. 1 Cr. during the last 3 years Copy of Purchase Order/RO/RC/Completion certificate shall be submitted as supporting document.

1.7.6 Bidder should not be blacklisted by any Govt. Organization / Utility unit across India. Bidder to provide the self-undertaking for the same.

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

**1.8. Marketing Integrity**

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, 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 techno commercially on the overall all-inclusive lowest cost basis on overall BOQ basis as calculated in Schedule of Items [Annexure I].*
- *TPWODL also, reserves right to split the order line item wise basis amongst more than 1 Bidder.*
  *Hence, all bidders are advised to quote their most competitive rates against the line item.*
- Bidder has to mandatorily quote as per schedule of item [Annexure-I]. Failing to do so TPWODL may reject the bid.
- Bidders should calculate the item rates judicially and quote realistic price for the item mentioned in BOM.

**NOTE:** In case of a new bidder not registered, factory inspection and evaluation may be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPWODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPWODL shall be final and binding on the bidder in this regard.

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

**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 order.

**3. Submission of Bid Documents**

**3.1 Bid Submission**

Bidders are requested to submit their offer in line with this Tender document through e-tendering process.

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

All communication will be done strictly with the bidder who have done the above step to participate in the Tender.

Bids shall be submitted in 3 (three) parts:

**FIRST PART: "EMD"** as applicable shall be submitted. *The EMD of Rs. 2,00,000 (Two Lakh Only) shall be valid for 210 days from the due date of bid submission* in the form of Bank Guarantee/Online 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 Rs. 5,000.00 (Rupees Five Thousand only)* of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website. *For Odisha MSME tender fees shall be Rs.1,000.00 (Rupees One Thousand only)*

TPWODL Bank Details for EMD is as below:

| A/C NO. | BENEFICIARY | NAME OF THE BANK | IFS CODE | ACCOUNT TYPE |
|---|---|---|---|---|
| 005511100001556 | TP WESTERN ODISHA DISTRIBUTION LTD HQ | UNION BANK OF INDIA, BURLA (ANDHRA BANK) | UBIN0800554 | CURRENT CUMFLEXI A/C |

**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 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**

**EMD Delivery Address**

**Chief (TS, Contracts & Stores)**
TP Western Odisha Distribution Limited
Sambalpur Circle Office,
1st Floor, Ainthapali, Sambalpur, Odisha- 768004

**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).
h) Acceptance of Annexure II-Scope of work and service level agreement.

**The technical bid shall be properly indexed and is to be submitted through TPWODL E-tender System (Ariba) only. Hard Copy of Technical Bids not to 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 Bank Guarantee or details of transition through NEFT/RTGS against EMD Value shall be submitted in original hard copy and then placed in sealed envelope which shall be clearly marked as below:

**EMD**
"RC for Supply of Earthing Coil & Earthing Pipe in TPWDOL".

**AT TPWODL, ODISHA** 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.

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

All the bidders are requested to send their pre-bid queries (if any) against this tender through TPWODL E-tendering system (Ariba) 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:**

Team Lead- Contracts & Procurement
Name: Vivek Pandey
Contact No: 9540112099
E-Mail ID: vivek.pandey@tpwesternodisha.com

HoG – Contracts & Procurement
Name: Mr Amitesh Kumar
Contact No: 9038264044
E-Mail ID: amitesh.kumar@tpwesternodisha.com

Head – Contracts and Procurement
Name: Mr Ajit Singh
Contact No: 9830082946
E-Mail ID: ajit.singh@tpwesternodisha.com

### 3.3 Bid Prices

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

**Applicable GST to be specified clearly.**

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

### 3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

### 3.5 Period of Validity of Bids

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

Notwithstanding clause above, the 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 denominated in any of the following form:

- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 180 days after due date of submission
- The claim branch of BG (EMD) shall be Sambalpur /Burla.

***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
   a) accept the Purchase Order/Rate Contract, or
   b) furnish the required Performance Security Bank Guarantee.

**3.9 Type Tests (if applicable)**

The type tests specified in TPWODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrangeto carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with TPWODL.

**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

All tender bids shall be opened internally by TPWODL. 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 TPWODL 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.

#### 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 bids of only Technically Qualitied Bidders shall be considered and open internally by TPWODL. Bidders will get mail intimation from TPWODL 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 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.

**Reverse Auction shall be as per the below approach:**

No of bidders allowed to participate in RA process shall be: Total No of bidders on whom tender would be split PLUS 2 more bidders. In this tender, the total tender quantity will be allocated to single vendor. **Illustrative example:** Total no of qualified bidders is 10 & tender needs to split amongst 4 bidders.

PLUS 2 means (04 + 02 = 06) means lowest 6 bidders i.e., L1 to L6 bidders would be allowed in the RA process. Balance, H1 to H4 bidders would not be allowed in the RA process.

In case – Total no of qualified bidders is equal to or less than the PLUS 2 number, all qualified bidders shall be allowed in the RA process.

**Illustrative example:** Total no of qualified bidders is 4 & tender needs to split amongst 2 bidders. PLUS 2 means (02 + 02 = 04), so all 4 qualified bidders would be allowed in the RA process.

**Illustrative example:** Total no of qualified bidders is 3 & tender would be awarded to single party only. PLUS 2 means (01 + 02 = 03), so all 3 qualified bidders would be allowed in the RA process.

## 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 1 or 2 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:

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Technical Specifications (Annexure II)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VII)

## 7 Post Award Contract Administration

### 7.1. Special Conditions of Contract

- After finalization of tender, Purchase Order shall be issued on successful bidder with a validity till completion of supplies.
- BA shall comply to the Scope of Work/SLA as mentioned in the tender document.
- **Price Variation Clause**: Price shall remain **FIRM** for the entire contract period.
- **Delivery / Completion Period:** Delivery should be completed within 60 days from the date of release Purchase Order / CAT A issuance whichever is later.
- **PBG: -** Post award of PO, Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 21 days. PBG applicable shall be 5% of RC value. PBG submitted, shall be released after completion of applicable guarantee period plus one month.
  However, Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.
- **Guarantee/Warranty Period:** Guarantee period will be 12 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.
- **Payment Terms:** On delivery of the materials in good condition and certification of acceptance by user team, Associate shall submit the Bills/Invoices in original in the name of TP Western Odisha Distribution Limited in Sigitek portal. 100% payment will be released within 60 days of submission of the error free certified Bill/Invoice complete in all respects and along with all the requisite, subject to condition that Associate has furnished the requisite Security-cum-Performance Guarantee as stipulated in the contract. For MSME it shall be within 45 days.
- BA shall submit GTP / Drawing within 2 weeks from issuance of order. In case BA does not get necessary approvals for issuance of manufacturing clearances / CAT-A within mentioned / mutually agreed timelines, then TPWODL reserve the right to cancel issued purchase order and also reserve the right to forfeit EMD / PBG.
- TPWODL shall short close the issued Rate Contract, in case of any quality issues.
- Any change in statutory taxes, duties and levies up to the schedule date of completion shall be borne By TPWODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPWODL.
- All other terms and conditions shall be applicable as per GCC – Supply.

**7.2 Delivery Terms -** As stated in point 7.1

**7.3 Drawing Submission and Approval -** As stated in point 7.1

**7.4 Warranty Period -** As stated in point 7.1

**7.5 Payment Terms -** As stated in point 7.1

TPWODL

### 7.6 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.

### 7.7 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.
  - Any ethical concerns with respect to this tender can be reported to the following e- mail ID: ppt@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 - Supply attached along with this tender.

## 10 Safety

Safety related requirements as mentioned in our safety Manual is put in the Company’s website and same shall be strictly followed.
**http://www.tpwodl.com**

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

**ANNEXURE I**
**Schedule of Items**

| Sr No. | Item Description | Qty. | UOM | HSN /SAC Code | Unit FOR Price (Rs. /Unit) | GST (Rs. /Unit) | All-inclusive Unit Rate (Rs.) | Total All-inclusive Value (Rs.) |
|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G | H=F+G | F=C*H |
| 1 | Earthing Coil | 36000 | EA | | | | | |
| 2 | Earthing Pipe 40 mm | 8000 | EA | | | | | |

- HSN/SAC codes must be mandatorily provided wherever necessary.

Signature & Seal of the Bidder

NIT No.: TPWODL/VP/O/SU/2500001233

## NOTE:

- The quantity mentioned above is for evaluation purpose only and may vary during the execution of this Order shall be issued by TPWODL as per actual requirement.
- Quantity may be changed at TPWODL discretion. We reserve the right to split the order quantity to any extent.
- All the applicable taxes and duties (if any) shall be mentioned explicitly as mentioned above. Any change in statutory duties, levies and taxes shall be borne by TPWODL on submission of documentaryproof by the vendor.
- Rates are to be quoted on delivered and insured basis (inclusive of all charges) till TPWODL Store/Site.
- The bids will be evaluated techno commercially on the overall all-inclusive lowest cost basis on overall BOQ basis.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liablefor rejection.
- The bidder must fill each and every column of the above format. Mentioning “extra/inclusive” in anyof the column may lead for rejection of the price bid.
- The prices shall be for Odisha (TPWODL) Locations.
- Quoted rates shall be inclusive of transportation, transit insurance, unloading and stacking at designated place at sites/all stores locations of TPWODL.
- No cutting/ overwriting in the prices is permissible.

TPWODL

# ANNEXURE– II

Technical

Specifications

# STANDARD TECHNICAL SPECIFICATION COVER SHEET

## Specification No. : ENG-HV-2036

## Specification Name : Specification for GI Coil Earthing

| Prepared by | Reviewed by | Reviewed by | Reviewed by | Approved by | Released by |
|---|---|---|---|---|---|
| Syed Mohammed Yousuf Raja | SATYA PRASAD NAYAK | JYOTIPRAKASH MOHANTY | SHANTAPRIYA JENA | Shailendra Kumar Jaiswal | SHIRISH SHARAD DIKAY |
| TPSODL | TPCODL | TPWODL | TPNODL | TPSODL | TPSODL |
| 03-03-2023 | 17-03-2023 | 27-03-2023 | 28-03-2023 | 29-03-2023 | 29-03-2023 |

**CONTENTS**

## 1.0 SCOPE

The scope of this document is to give design & constructional features, inspection, supply and transportation guidelines for GI Coil Earthing for TPCODL/TPNODL/TPWODL/TPSODL.

## 2.0 APPLICABLE STANDARDS

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with latest editions of the following standards/IEC and shall conform to the regulations of local statutory authorities.

a) IS: 280 - Mild steel wire for general engineering purposes.
b) IS: 4826 - Specification for hot-dipped galvanized coatings on round steel wires.
c) IS: 7887 - Mild steel wire rods for general engineering purposes.
d) IS: 2629 - Recommended practice for hot-dip galvanizing of iron and steel
e) IS: 1521 - Method for tensile testing for steel wires
f) IS: 1755 - Method for wrapping testing for wire
g) IS: 6745 - Methods for determination of mass of zinc coating on zinc coated iron and steel

## 3.0 CLIMATIC CONDITIONS:

| | | |
|---|---|---|
| 1 | Maximum ambient temperature | 50 deg C |
| 2 | Max. Daily average ambient temp | 35 deg C |
| 3 | Min Ambient Temperature | 0 deg C |
| 4 | Maximum Humidity | 95% |
| 5 | Average Annual Rainfall | 1500 mm |
| 6 | Average No. of rainy days per annum | 120 |
| 7 | Altitude above MSL not exceeding | 1000m |
| 8 | Wind Speed | 300 Km/hr |
| 9 | Earthquakes of an intensity in horizontal direction | equivalent to seismic acceleration of 0.3g |
| 10 | Earthquakes of an intensity in vertical direction | equivalent to seismic acceleration of 0.15g (g being acceleration due to gravity) |

TPCODL/TPNODL/TPSODL/TPWODL service area has heavy saline conditions along the coast and High cyclonic Intensity winds with speed upto 300 Kmph. The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months.

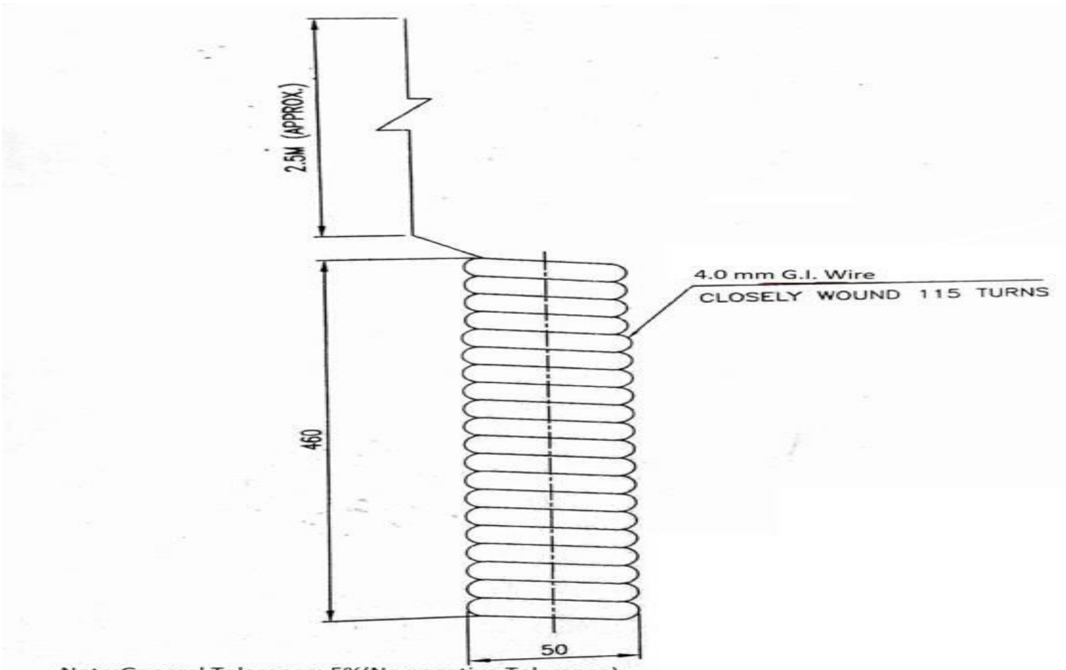
## 4.0 GENERAL CONSTRUCTION:

**The material shall be-**

**a)** Heavy class as per IS- 1239/IS 1161-1979.
**b)** Galvanizing to be done after fabrication as per IS: 4826
**c)** The design shall be suitable for the climatic condition stated above.
**d)** Tolerance in Dimensions & Weight should be ± 2.5% unless otherwise specified
**e)** Dimensional tolerance shall be as per IS 1852-1985
**f)** Zinc electroplated/painted material will not be accepted, should be properly galvanized.
**g)** No Rusting is acceptable.

## 5.0 GENERAL TECHNICAL REQUIREMENTS:

| Sr. No. | DESCRIPTION | REQUIREMENT |
|---|---|---|
| 1 | Material of earthing coil | GI wire |
| 2 | Confirming Standard | IS 280, IS 7887, IS 4826 |
| 3 | Nominal diameter of Wire | 4.00mm with tolerance ± 2.5 % |
| 4 | No. of Turns | 115 Nos. (Min) |
| 5 | External dia of Coil | 50mm (Min) |
| 6 | Length of Coil | 460mm / 450mm (Min) |
| 7 | Free Length of G.I wire of earthing coil | 2500mm |
| 8 | Mass of Zinc Coating | 280gm/Sq.mm (Before Coiling) & 266gm/Sq. mm (After Coiling) |
| 9 | Total Weight of Coil | 1.850 Kgs. (Min) |
| 10 | Tolerance in Dimensions & Weight | ± 2.5 % |




Note:General Tolerance: 5%(No negative Tolerance)

**6.0 MARKING:**

The unit shall be appropriately marked as **"PROPERTY OF TPCODL/TPNODL/TPWODL/TPSODL"** and with the name of the vendor and year of manufacturing at suitable location.

**7.0 TESTS**

All routine, acceptance & type tests shall be carried out in accordance with the relevant IS/IEC.
All routine/acceptance tests shall be witnessed by the purchaser/his authorized representative. All components shall also be type tested as per the relevant standards.

| Tests | IS to be referred |
|---|---|
| Visual test | As a routine test |
| Dimensional tests | As per the drawing |
| Tensile test | IS 280 |
| Wrapping test | IS 280 |
| Hot dip galvanizing | IS 4826 |
| Determination of mass of zinc coating on zinc coated iron and steel | IS 4826 |

**8.0 TYPE TEST CERTIFICATE**

The bidder shall furnish the type test certificates of the Specification for GI Coil Earthing for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at CPRI/ERDA/NABL accredited as per the relevant standards. Type test should have been conducted during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports i.e. any test report not acceptable or any/all type tests (including additional type tests, if any) not carried out, same shall be carried out without any cost implication to TPCODL/TPNODL/TPWODL/TPSODL.

**9.0 PRE DISPATCH INSPECTION**

Equipment shall be subjected to inspection by a duly authorized representative of TPCODL/TPNODL/TPWODL/TPSODL. Inspection may be made at any stage of manufacture at the discretion of the purchaser and the equipment, if found unsatisfactory as to workmanship or material, the same is liable to rejection. Bidder shall grant free access to the places of manufacture to TPCODL/TPNODL/TPWODL/TPSODL's representatives at all times when the work is in progress. Inspection by TPCODL/TPNODL/TPWODL/TPSODL or its authorized representatives shall not relieve the bidder of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TPCODL/TPNODL/TPWODL/TPSODL.
Following documents shall be sent along with material.

a) Test reports
b) MDCC issued by TPCODL/TPNODL/TPWODL/TPSODL
c) Invoice in duplicate
d) Packing list
e) Drawings & catalogue
f) Guarantee / Warrantee card
g) Delivery Challan
h) Other Documents (as applicable)

**10.0 INSPECTION AFTER RECEIPT AT STORES**

The material received at TPCODL/TPNODL/TPWODL/TPSODL, Berhampur, Odisha store will be inspected for acceptance and shall be liable for rejection, if found different from the reports of the pre-dispatch inspection and one copy of the report shall be sent to Project Engineering department.

**11.0 GUARANTEE**

Bidder shall stand guarantee towards design, materials, workmanship & quality of process / manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Company up to a period of at least 12 months from the date of commissioning or 24 months from the date of last supplies made under the contract whichever is later. In the event any defect is found by the Company up to a period of 12 months from the date of commissioning or 24months from the date of last supplies made under the contract, whichever is earlier, supplier shall be liable to undertake to replace/rectify such defects at his own costs.

**12.0 PACKING**

Bidder shall ensure that all the equipment covered under this specification shall be prepared for rail/road transport in a manner so as to protect the equipment from damage in transit.

**13.0 TENDER SAMPLE**

Not Applicable.

**14.0 QUALITY CONTROL**

The bidder shall submit with the offer Quality assurance plan indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. TPCODL/TPNODL/TPWODL/TPSODL's engineer or its nominated representative shall have free access to the manufacturer’s/sub-supplier's works to carry out inspections.

**15.0 MINIMUM TESTING FACILITIES**

Bidder shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant International / Indian standards

**16.0 MANUFACTURING ACTIVITIES**

The successful bidder will have to submit the bar chart for various manufacturing activities clearly elaborating each stage, with quantity. This bar chart should be in line with the Quality assurance plan submitted with the offer. This bar chart will have to be submitted within 15 days from the release of the order.

**17.0 SPARES, ACCESSORIES AND TOOLS**

NA

**18.0 DRAWINGS**

Following drawings & documents shall be prepared based on Purchaser’s specifications and statutory requirements with complete BOM and shall be submitted with the bid:

a) Completely filled-in Technical Parameters (refer Cl. 5)
b) General description of the equipment and all components including brochures
c) General arrangement drawings
d) Type Test Certificates.
e) Experience List
f) Manufacturing schedule and test schedule after the contract, four (4) copies of the drawings, drawn to scale, describing the equipment in detail shall be forwarded for approval and shall subsequently provide four (4) complete sets of final drawings, one of which shall be auto positive suitable for reproduction, before the dispatch of the equipment. Soft copy (Compact Disk CD) of all the drawing, GTP, test certificates shall be submitted after the final approval of the same to the purchaser.

Following Drawings/Documents shall be submitted after the award of the contract:
Drawings/documents to be submitted after the award of the contract:

| S.No | Description | For Approval | For Review Information | Final Submission |
|---|---|---|---|---|
| 1 | Technical Parameters | √ | | √ |
| 2 | General Arrangement drawings | √ | | √ |
| 3 | Bill Of Material | √ | | √ |
| 4 | Instruction for Use | | √ | √ |
| 5 | QA &QC Plan | √ | √ | √ |
| 6 | Routine, Acceptance & Type Test Certificates | √ | √ | √ |

All the documents & drawings shall be in English language.

## 19.0 SCHEDULE OF DEVIATIONS

**SCHEDULE OF DEVIATIONS**

**(TO BE ENCLOSED WITH TECHNICAL BID)**

All deviations from this specification shall be set out by the Bidders, clause by Clause in this schedule. Unless specifically mentioned in this Schedule, the tender shall be deemed to confirm the purchaser's specifications:

| S.No | Clause No. | Details of deviation with justifications |
|---|---|---|
| | | |

We confirm that there are no deviations apart from those detailed above.

Seal of the Company:

Signature
Designation

# STANDARD TECHNICAL SPECIFICATION COVER SHEET

**Specification No. : ENG-GEN-4006**

**Specification Name : GI EARTHING PIPE**

| Ranjan Kumar Sahoo | SATYA PRASAD NAYAK | SHANTAPRIYA JENA | JYOTIPRAKASH MOHANTY | Shailendra Kumar Jaiswal | SHIRISH SHARAD DIKAY |
|---|---|---|---|---|---|
| Prepared by | Reviewed by | Reviewed by | Reviewed by | Approved by | Released by |
| TPSODL | TPCODL | TPNODL | TPWODL | TPSODL | TPSODL |
| 21-12-2022 | 21-12-2022 | 22-12-2022 | 22-12-2022 | 22-12-2022 | 22-12-2022 |

**CONTENTS**



## 1. SCOPE:

The specification covers technical requirements of design, Manufacturing, testing, Inspection, supply and transportation of Heavy type GI Earth Pipe Electrode. Scope also includes transportation & unloading at store / site.

## 2. APPLICABLE STANDARDS:

The equipment covered by this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with the latest editions of the following Indian, International Standards and shall conform to the regulations of the local authorities:

| | |
|---|---|
| IS 1239 (Part-1) | Specification of steel tubes, Tubular and other wrought steel fittings |
| IS 1239 (Part-2) | Specification of steel tubes, Tubular and other steel fittings |
| IS 10748 | Hot- rolled steel strip for Welded Tubes and Pipes |
| IS: 228 | Methods of Chemical analysis for steels |
| IS: 4759 | Specification for Hot Dip Zinc Coating on structural steel and other allied products |
| IS: 4711 | Methods for sampling of steel pipes, tubes, fittings |
| IS 3043 | Code for practice of Earthing |

## 3. CLIMATIC CONDITIONS OF THE INSTALLATION:

| | | |
|---|---|---|
| 1 | Maximum ambient temperature | 50 deg C |
| 2 | Max. Daily average ambient temp | 35 deg C |
| 3 | Min Ambient Temperature | 0 deg C |
| 4 | Maximum Humidity | 95% |
| 5 | Average Annual Rainfall | 150cm |
| 6 | Average No. of rainy days per annum | 120 |
| 7 | Altitude above MSL not exceeding | 1000m |
| 8 | Wind Pressure | 300 Km/hr |
| 9 | Earthquakes of an intensity in horizontal direction | equivalent to seismic acceleration of 0.3g |
| 10 | Earthquakes of an intensity in vertical direction | equivalent to seismic acceleration of 0.15g (g being acceleration due to gravity) |

TPCODL/TPNODL/TPSODL/TPWODL service area has heavy saline conditions along the coast and High cyclonic Intensity winds with speed upto 300 Kmph. The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months.

## 4. GENERAL TECHNICAL REQUIREMENTS:

| SL. No | TECHNICAL PARTICULAR | DESIRED VALUE | | |
|---|---|---|---|---|
| 1 | Diameter of earthing Pipe | 40 mm dia | 50 mm dia | 100 mm dia |
| 2 | Standard | IS 1239 | IS 1239 | IS 1239 |
| 3 | Material | GI Pipe | GI Pipe | GI Pipe |
| 4 | Make | JINDAL /TATA | JINDAL /TATA | JINDAL /TATA |
| 5 | Class | Heavy | Heavy | Heavy |
| 6 | Outdoor diameter | 47.9 mm min. to 48.8 mm max. | 59.7 mm min. to 60.8 mm max. | 113.1 mm min. to 115 mm max. |
| 7 | Wall thickness | 4 mm | 4.5 mm | 5.4 mm |
| 8 | % of Elongation | 20 | 20 | 20 |
| 9 | Tensile strength | 320 N/mm² | 320 N/mm² | 320 N/mm² |
| 10 | Length of pipe earthing | 3000 mm | 3000 mm | 3000 mm |
| 11 | Dimensions of holes | 12 mm | 12 mm | 12 mm |
| 12 | Tolerance on dimensions/weight | +/-5 % | +/-5 % | +/-5 % |
| 13 | Galvanizing shall confirm | IS:4736, IS: 2633, IS: 2629 | IS:4736, IS: 2633, IS: 2629 | IS:4736, IS:2633, IS: 2629 |
| 14 | Dimension of clamp | 50 x 6 GI flat | 50 x 6 GI flat | 50 x 6 GI flat |
| 15 | Weight of Pipe (As per IS 1239 Part-1(2004) | 4.37Kg/Mtr. | 6.19Kg/Mtr. | 14.5Kg/Mtr. |
| 16 | Center of Hole | 150mm | 150mm | 150mm |

Note: - For design and other parameter refer to the drawing on page No:-7.

## 5. GENERAL CONSTRUCTION:

For welded and seamless plain end steel tubes intended for different use in electricity distribution utility shall comply IS 1239 (Part-1). Plain ends of the tubes are cleanly finished by normal deburring process. For tubes with thickness up to 6 mm, the minimum mass of zinc coating in accordance with IS: 6745, shall be 400g/mm2. The Zinc coating on the tube shall be uniform and tested in accordance with IS 4736. The welded tubes shall be manufactured from hot rolled steel strip for welded tubes and pipes confirming to IS 10748. Pipe shall be strictly from approved vendors i.e. TATA/JINDAL. The hot dip galvanization shall be done only after the all fabrication and welding done. Zinc electroplated/painted material will not be accepted. The nut bolt and washer s provided shall be as per the relevant IS. Chemical composition for GI earth pipe are in below:

Carbon: 0.20% (max.)

Manganese: 1.30% (max.)

Phosphorus: 0.04% (max.)

Sulphur: 0.04% (max.)

## 6. MARKING:

The unit shall be appropriately marked as

a) TPCODL/TPNODL/TPSODL/TPWODL
b) Manufacture's name or trademark
c) Year of Manufacturing

## 7. TESTS:

The bidder shall be required to submit complete set of the following test reports along with the offer:-

### 7.1 ACCEPTANCE TESTS

i) Visual Inspection
ii) Verification of Dimensions
iii) Tensile Strength
iv) Bend Test
v) Hot Dip galvanizing
vi) Determination of mass of Zinc coating on Zinc coated iron and steel

### 7.2 ROUTINE TESTS

Same as Acceptance Test

### 7.3 TYPE TESTS

i) Visual Inspection
ii) Verification of Dimensions
iii) Tensile Strength
iv) Bend Test
v) Flattening test (dia.>50mm)
vi) Hot Dip galvanizing
vii) Determination of mass of Zinc coating on Zinc coated iron and steel

**8. TYPE TEST CERTIFICATES:**

The Bidder shall furnish the type test certificates for the tests as mentioned above as per the corresponding standards. All the tests shall be conducted at **CPRI / ERDA / Other Government/NABL Accredited Labs** as per relevant IS. Type tests should have been conducted during the period not exceeding 5 years from the date of opening the bid. In the event of any discrepancy in the test reports, i.e. any test report not acceptable, same shall be carried out without any cost implication to TPCODL/TPNODL/TPSODL/TPWODL.

**9. PRE-DISPATCH INSPECTION:**

The material shall be subject to inspection by a duly authorized representative of the TPCODL/TPNODL/TPSODL/TPWODL. Inspection may be made at any stage of manufacture at the discretion of the purchaser and the equipment, if found unsatisfactory as to workmanship or material, the same is liable to rejection. Bidder shall grant free access to the places of manufacture to TPCODL/TPNODL/TPSODL/TPWODL 's representatives at all times when the work is in progress. Inspection by the TPCODL/TPNODL/TPSODL/TPWODL or its authorized representatives shall not relieve the bidder of his obligation of furnishing equipment in accordance with the specifications. Material shall be dispatched after specific MDCC (Material Dispatch Clearance Certificate) is issued by TPCODL/TPNODL/TPSODL/TPWODL.

Following documents shall be sent along with material.

a) Test reports
b) MDCC issued by TPCODL/TPNODL/TPSODL/TPWODL
c) TPCODL/TPNODL/TPSODL/TPWODL Invoice in duplicate
d) Packing list
e) Drawings & catalogue
f) Guarantee / Warrantee card
g) Delivery Challan
h) Other Documents (as applicable)

**10. INSPECTION AFTER RECEIPT AT STORE:**

The material received at TPCODL/TPNODL/TPSODL/TPWODL, Odisha store will be inspected for acceptance and shall be liable for rejection, if found different from the reports of the pre-dispatch inspection and one copy of the report shall be sent to Engineering department.

**11. GUARANTEE:**

Bidder shall stand guarantee towards design, materials, workmanship & quality of process/ manufacturing of items under the contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Company up to a period of 18 months from the date of commissioning or 24 months from the date of last supplies made under the contract, whichever is earlier, supplier shall be liable to undertake to replace/rectify such defects at his own costs. within mutually agreed timeframe, and to the entire satisfaction of the Company, failing which the Company will be at liberty to get it replaced/rectified at supplier's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the supplier or from the "Security cum Performance Deposit" as the case may be.

**12. PACKING:**

Supplier shall ensure that all material covered by this specification shall be prepared for rail/road transport (local equipment) and be packed in such a manner as to protect it from damage in transit. The bidder shall provide instructions regarding handling and storage precautions to be taken at site.

**13. TENDER SAMPLE:**

Not Applicable

**14. QUALITY CONTROL:**

The bidder shall submit QAP indicating the various stages of inspection, the tests and checks which will be carried out on the material of construction, components during manufacture and bought out items and fully assembled component and equipment after finishing. As part of the plan, a schedule for stage and final inspection within the parameters of the delivery schedule shall be furnished. The Purchaser's engineer or its nominated representative shall have free access to the manufacturer's/sub-supplier's works to carry out inspections.

**15. TESTING FACILITIES:**

Supplier/ Manufacturer shall have adequate in house testing facilities for carrying out all routine tests & acceptance tests as per relevant Indian standards.

**16. MANUFACTURING FACILITIES:**

The successful bidder shall submit the bar chart for various manufacturing activities clearly elaborating each stage, with quantity. This bar chart should be in line with the Quality assurance plan submitted with the offer.

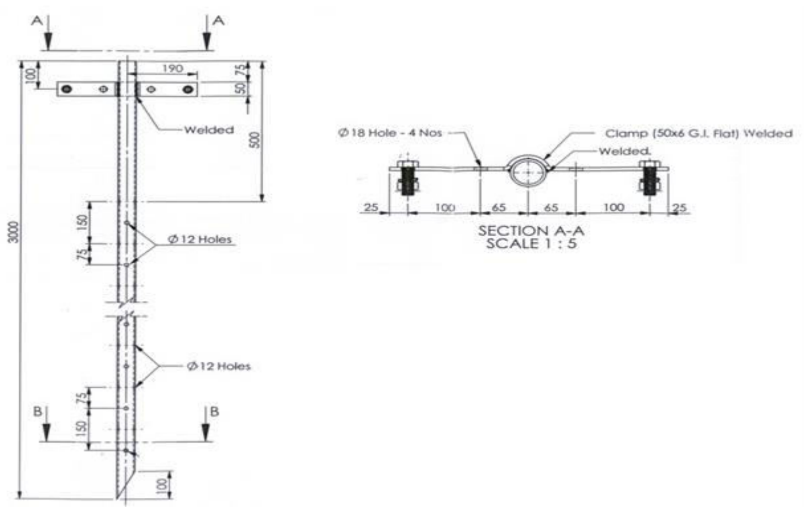
**17. SPARES, ACCESSORIES AND TOOLS**

Not applicable.

**18. DRAWINGS AND DOCUMENTS:**

Following drawings and documents shall be submitted in line with the requirement of Tender specifications:

a) Completely filled in Schedule "A" Guaranteed Technical Particulars & Schedule "B" Deviations
b) Work Experience details
c) Type test certificates
d) Drawing 1 set of Hard Copy & Soft copy PDF File containing complete information about manufacturing




NOTE: - The drawing is for tender purpose only.

**19. SCHEDULE- "A" GUARANTEED TECHNICAL PARTICULARS:-**

| SL. No | TECHNICAL PARTICULAR | TO BE FURNISHED BY THE BIDDER | | |
|---|---|---|---|---|
| 1 | Diameter of earthing Pipe | 40 mm dia | 50 mm dia | 100 mm dia |
| 2 | Standard | | | |
| 3 | Material | | | |
| 4 | Make | | | |
| 5 | Class | | | |
| 6 | Outdoor diameter | | | |
| 7 | Wall thickness | | | |
| 8 | % of Elongation | | | |
| 9 | Tensile strength | | | |
| 10 | Length of pipe earthing | | | |
| 11 | Dimensions of holes | | | |

| | | | | |
|---|---|---|---|---|
| 12 | Tolerance on dimensions/weight | | | |
| 13 | Galvanizing shall confirm | | | |
| 14 | Dimension of clamp | | | |

## 20. SCHEDULE "B" DEVIATIONS:

**(TO BE ENCLOSED WITH TECHNICAL BID)**

All deviations from this specification shall be set out by the Bidders, clause by Clause in this schedule. Unless specifically mentioned in this Schedule, the tender shall be deemed to confirm the purchaser's specifications:

| SL. No | Clause No. | Details of deviation with justifications |
|---|---|---|
| | | |

We confirm that there are no deviations apart from those detailed above.

Seal of the Company:

Signature

Designation

## 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:***

TPWODL

NIT No.: TPWODL/VP/O/ SU/2500001233

**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 (180 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:***

NIT No.: TPWODL/VP/O/ SU/ 2500001233

**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***

NIT No.: TPWODL/VP/O/ SU/ 2500001233

## 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 fairer and more 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 out-rightly 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**

TPWODL

ANNEXURE- VII

# General Condition of Contract (GCC)

**CONTENTS**

CONTENTS

**CONTENTS**

## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

2. Ensure proper communication of the ethics policies and guidelines through prominent displays at all offices of TPWODL and through printed declarations in all concerned documents where external stakeholders are involved.

3. Ensure proper framework of policies as preventive measures against any ethics violation recorded by them.

4. Prepare and submit MIS of all issues and concerns, corrective and preventive actions on monthly basis to the top management for their information.

All Associates and Stakeholders are requested to register any grievance on ethics violation on our website www.tpwesternodisha.com

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/Award of Contract

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

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

**3.2 Contract Commencement Date**

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

**3.3 Contract Completion Date**

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

**3.4 Contract Period/Time**

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

**3.5 Contract Execution Completion Date**

The stipulated date for completing the supply as per schedule of quantities shall be deemed as the Contract Execution Completion Date.

**3.6 Contract Price /Value**

The total all inclusive price/value mentioned in the PO/RC is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded and shall be subject to adjustment based on actual quantities supplied and accepted and certified by the authorized representative of the company unless otherwise specified in schedule of quantities or in contract documents.

**3.7 Contract Document**

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

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

**3.8 Contract Language**

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

The Contract documents and all correspondence between the TPWODL, Third Parties associated with the contract, and the Associate shall be in English language.
However, all signboards required indicating "Danger" and/or security at site and otherwise statutory required shall be in English, Hindi, and local languages.

### 3.9 Reverse Auction

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

## 4.0 SCOPE OF WORK

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

The associate shall satisfy himself and undertake fully the technical/commercial requirements of items to be supplied as listed in the Schedule of Quantities together with the tests to be performed /test reports to be furnished before dispatch, arrangement of stage and final inspections during manufacturing as per terms and conditions of contract, technical parameters & delivery terms and conditions including transit insurance to be met in order to fully meet TPWODL's requirements.

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

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

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

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

## 5.0 PRICES/RATES/TAXES

Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPWODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPWODL store/site & unloading & delivery at TPWODL stores/TPWODL site, cost of documentation including all the relevant test certificates and other supportive documents to be furnished.

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

The prices/rates shall remain firm till actual completion of entire supply of goods/material/equipment as per contract is achieved and shall remain valid till the completion of the contract.

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

**5.1 Changes in Statutory Tax Structure**

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

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

**6.0 TERMS OF PAYMENT**

On delivery of the materials in good condition and certification of acceptance by TPWODL official, Associate shall submit the Bills/Invoices in original in the name of “TP Western Odisha Distribution Ltd” to invoice desk, complete with all required documents as under:

- Test Reports (4 sets).
- MDCC issued by TPWODL.
- Packing List.
- Drawing and Catalogue.
- Guarantee/Warrantee Card.
- Delivery Challan.
- O&M Manual.
- Copy of Order.
- Minutes of Meeting.

Bills/ invoices shall mention Supplier’s GST Number. TPWODL will make 100% payment within 30 days of submission of the Bill/Invoice complete in all respects and along with all the requisite documents mentioned above, subject to condition that Associate has furnished the requisite Security-cum-Performance Guarantee as stipulated in the contract.

**6.1 Quantity Variation**

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

### 6.2 Full and Final Payment

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

## 7.0 MODE OF PAYMENT

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

## 8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

(a) 5% of the PO value if purchase order value is more than Rs 5 Crores.
(b) 10% of the PO value if purchase order value is less than Rs 5 Crores.
This shall remain valid till the end of the Guarantee Period of contract, plus one month.

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

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

## 9.0 STATUTORY COMPLIANCE

### 9.1 Compliance to Various Acts

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

**9.2 SA 8000**

As TPWODL is SA 8000 compliant, it expects its Associates to follow guidelines of SA 8000:2014 on the following aspects

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

**9.3 Affirmative Action**

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

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

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

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

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

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

- Proprietorship/ Single Ownership Firm: Proprietor of the firm should be from SC/ST community. Governing document shall be duly audited balance Sheet for the last FY bearing the name of proprietor.
- Partnership Firm: Only such firms shall qualify which have SC/ST partners holding equal to or more than 50% of the total ownership pattern of the firm. Governing document shall be Partnership Deed and audited balance sheet/ ITR for last FY.
- Private limited company: Only such firms shall qualify which have SC/ST directors holding equal to or more than 50% of the total ownership pattern of the firm. Governing

document shall be Memorandum of Understanding (MoU) and/or Article of Association (AoA).

Governing document shall be Memorandum of Understanding (MoU) and/or Article of Association (AoA).

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

**10.0 QUALITY**

**10.1 Knowledge of Requirements**

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

**10.2 Material/Equipment/Works Quality**

The items / works under the scope of the Associate shall be of the best quality and workmanship according to the latest engineering practice and shall be manufactured from materials of best quality considering strength and durability for their best performance and, in any case, in accordance with the specifications set forth in this Contract. All material shall be new. Substitution of specified material or variation from the process of fabrication/ construction/ manufacture may be permitted but only with the prior written approval of the TPWODL.

**10.3 Adherence to Rules & Regulations**

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

**10.4 Specifications and Standards**

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

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

**11.0 INSPECTION/PARTICIPATION**

**11.1 Right to Carry Out Inspection**

TPWODL reserves the right to send its representatives for inspection or participation at various stages of contract execution listed below, applicable as per contract construction.

- During basic design and detail engineering of material/ Equipment carried out by Associate /Outsourced Agencies.
- During manufacturing stages of the product at Associate's/Associate's Outsourced Agency's Plant/Facility.
- During Pre-dispatch Inspection and Testing of finished/manufactured product at Associate's/Associate's outsourced Agency's Plant/Facility.
- During Installation & Commissioning Activities/Stages.
- Prior to Clearing of the completed installation for commissioning.
- Any other stage as find appropriate by TPWODL during contract execution time.

All inspections and participations shall be carried out by TPWODL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

**11.2 Facilitating Inspection**

The Associate shall provide all opportunities and information to TPWODL's engineers to get acquainted with the technical know-how and the methods and practices adopted by the Associate in basic and detail engineering. The Associate shall provide documents, drawings, calculations etc. as may be required by TPWODL's Engineers.

The Associate shall provide free of charge office accommodation, office facilities, secretarial services, communication facilities, general and drawing office stationary, etc. as may be reasonably required by the TPWODL's engineers. Similarly, facilities shall also be provided by Associate's outsource agencies/partners/authorized dealers (collectively termed as sub associates) if such basic and detail engineering activities are carried out in the design offices of sub-Associates.

The Associate shall be responsible for the safety of employees of TPWODL/Third Party Agency when they are at the Associate's /Associate's outsource agency's plant or facility for carrying out/witnessing inspection/testing. All statutory safety precautions as applicable shall be followed by the Associate during Inspection Testing. If TPWODL inspectors are not satisfied with the safety arrangements at the plant, TPWODL have the right to call off inspection till such time corrective action is taken by the Associate.
Before raising the call for pre-dispatch final inspection and testing, the Associate shall conduct all the tests—type tests, routine tests etc-as specified in the contract document and submit copies of the test certificates to TPWODL along with the inspection call, for scrutiny of TPWODL.

The Associate and TPWODL shall jointly document all the observations, comments and action points after completion of inspection and it shall be binding on the Associate to provide compliance on all the points requiring compliance and furnish the compliance report to the designated authority of TPWODL for receiving clearance for dispatch of materials

**11.3 Third Party Nomination**

TPWODL also may nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of TPWODL as far as conducting the inspection.

**11.4 Waiver of Inspections**

TPWODL on its own discretion shall chose to waive off any inspection and ask the Associate to submit all the test reports as applicable as per contract specifications, related to inspection and testing of the goods ordered for scrutiny and clearance for dispatch.

**11.5 Incorrect Inspection Call**

In case it is observed that the material offered for inspection is not ready at the time of TPWODL inspection visit rendering it as futile, all costs towards such inspection shall be recovered from the BA. Taxes as applicable on such recoveries shall be borne by the BA.

**12.0 MDCC & DELIVERY OF MATERIALS**

**12.1 Material Dispatch Clearance Certificate**

Associate shall deliver material/goods/equipment against Supply Contracts or Supply Part of Composite/Service Contracts only after receiving Material Dispatch Clearance Certificate (hereafter termed as MDCC) issued by designated authority of TPWODL. Material delivered at TPWODL stores or at project site without a valid MDCC issued by the designated official of TPWODL shall be rejected. MDCC shall be issued to associate furnishing compliance report on the action points documented during pre-dispatch inspection and testing at Associate's/ Sub Associate's plant/ facility. In case Pre-dispatch inspection is waived at the discretion of TPWODL, then, MDCC shall be issued on receiving all the test reports-routine& type-from the Associate and finding them in order.

The associate shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling and transport by air, sea, rail and road or any other means.

All such packing shall allow to the extent possible for easy removal and checking at Site. The associate shall take special precautions to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be utilized by the associate for protection against moisture during transit of all Plant and Equipment.

Each Equipment or parts of Equipment shall be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the associate, item description, quantity, item / package identification.

All packing cases, containers, packing and other similar materials shall be new and supplied free by the associate and it shall not be required to be returned to the associate.
Notwithstanding anything stated in this clause, the associate shall be entirely responsible for loss, damage or depreciation or deterioration to the materials and supplies due to faulty and/or insecure packing or otherwise during transportation to the Site until otherwise provided herein.

In case of the consignments dispatched by road, the associate shall ensure that it or its subcontractors:

i) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.

ii) Take such actions as may be necessary to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.

Timelines for inspection and MDCC is as below:

| S. No. | Inspection | MDCC issuance time including Inspection time (max.) |
|---|---|---|
| 1 | Outside Sambalpur | 12 days |
| 2 | Within Sambalpur | 5 days |
| 3 | Waiver* | 3 working days |

* Associate is expected to raise the inspection call assuming that Inspection shall be carried out by TPWODL. The decision for waiver of inspection shall be on sole discretion of TPWODL.

### 12.2 Right to Rejection on Receipt

Goods/Material/Equipment delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from TPWODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPWODL.

If delivery of the material is beyond the agreed time, Liquidated damage clause, mentioned in this GCC separately shall be applicable; but the period for levy of LD shall be considered as per the original delivery schedule and not from the agreed timelines for material rectification.

### 12.3 Consignee

Unless otherwise specified in the Contract Document, Materials/Goods/Equipment shall be consigned to “Stores-In-Charge”, TPWODL, Burla.

### 12.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPWODL stores/site:

| S. No. | Documents | Requisite |
|---|---|---|
| 1 | Invoice copy in original | With all consignments |
| 2 | LR copy | Wherever required |
| 3 | Packing list | With all consignments |
| 4 | MDCC | With all consignments |
| 5 | Purchase order / Release order | Signed copy |
| 6 | Test certificates | With all consignments |
| 7 | Inspection/JVR report | In case pre-dispatch inspection is conducted |
| 8 | Device data in CD as per template for metering items | Wherever applicable |

### 12.5 Dispatch and Delivery Instructions

| S. No. | Instructions |
|---|---|
| 1 | Purchase order/ Release order no. shall be mentioned on invoice and on material |
| 2 | TPWODL material code and material description shall be mentioned in invoice and on material. |
| 3 | "Property of TPWODL" shall be embossed on material. |
| 4 | The material shall be properly sealed and packed in standard packing as per purchase order terms & conditions. |
| 5 | The weight and quantity of material shall be mentioned wherever applicable |
| 6 | The material supplied shall be co-related with the packing list. |
| 7 | The name plate detail on equipment shall include Material code, Material description, specification detail of material [as applicable], Serial No. Year of manufacturing, PO/RO no. and date, "PROPERTY OF TPWODL, Burla", Guarantee period and Associate's name. |
| 8 | In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPWODL central store.<br>For heavy item(s), crane will be provided by TPWODL [unloading cost will be recovered from the associate]. |
| 9 | The driver should have valid License and one helper in truck. All the documents of truck like registration papers, PUC etc. should be available in Truck. |
| 10 | BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible. |

## 13.0 GUARANTEE

### 13.1 Guarantee of Performance

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

### 13.2 Guarantee Period

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

### 13.3 Failure in Guarantee Period (GP)

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

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

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

**13.4 Cost of repairs on failure in GP**

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

**13.5 Guarantee period for Goods Outsourced**

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

**13.6 Latent Defect**

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

**13.7 Support beyond the Guarantee Period**

The Associate shall ensure availability of spares and necessary support for a period of atleast 10 years post completion of guarantee period of equipment supplied against the contract.

**14.0 LIQUIDATED DAMAGES**

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

For delay of each week and part thereof from the delivery schedule specified in the contract, 1% of contract value corresponding to undelivered quantity, provided full quantity is supplied within 130% of the original contract time. If full contractual quantity is not delivered within 130% of contract time for delivery, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

b) For Supplies having phased delivery schedule as per contract terms, standalone use and multiple in quantities, Liquidated damages shall be levied without prejudice to any of the other contractual rights of TPWODL, as described below:

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

**14.1 LD Waiver Request**

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

**15.0 UNLAWFUL ACTIVITIES**

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

**16.0 CONFIDENTIALITY**

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

**16.1 Documents**

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

**16.2 Geographical Data**

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

**16.3 Associate's Processes**

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

**16.4 Exclusions**

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

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

**16.5 Violation**

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

**17.0 INTELLECTUAL PROPERTY RIGHTS**

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the TPWODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPWODL.
Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of TPWODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPWODL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

## 18.0 INDEMNITY

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

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

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

## 19.0 LIABILITY & LIMITATIONS

### 19.1 Liability

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods ***unless caused by Associate’s negligence, willful misconduct or breach of contract.***
If the Associate is a joint venture or consortium, all concerned parties shall be jointly and severally bound to the TPWODL for the fulfillment of the provisions of the Contract. The consortium or the joint venture shall designate one party as their leader, who will be the coordinator between the parties and TPWODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPWODL.

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

### 19.2 Limitation of Liability

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

## 20.0 FORCE MAJEURE

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

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

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

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

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

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

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

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

## 21.0 SUSPENSION OF CONTRACT

### 21.1 Suspension for Convenience

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

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

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

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

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

**21.2 Suspension for Breach of Contract conditions**.

TPWODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 22.1 for breach/default of contract conditions.

**21.3 Compensation in lieu of Suspension**

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

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 22.1) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to TPWODL in lieu of suspension of contract. Resumption notice shall be subject to the Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

**22 TERMINATION OF CONTRACT**

**22.1 Termination for Default/Breach of Contract**

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

a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO.

b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPWODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.

c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.

d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.

e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.

f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.

g. In case any reasonable information has been received by TPWODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.

h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.

i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPWODL.

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

In case the contract is terminated for any breach of the nature specified in clause 22 g stated above, TPWODL shall have the right to terminate all the contracts TPWODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPWODL available to it under law.
Without prejudice to its right to terminate for breach of contract, TPWODL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Associate.

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

a) Associate shall discontinue the supply, on the expiry of the said period of two weeks.

b) Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPWODL.

c) The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at TPWODL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.

d) It shall be open for TPWODL to conduct a joint assessment with the associate of the material, supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.

e) It shall be open to TPWODL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

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

a) In case TPWODL exercises its right of termination as stated above the associate shall not dispute or object to the same.

b) The Associate shall be entitled to receive and claim only such payments OR sums of money from TPWODL as may be found payable to it in regard to works executed by it under the terms of the contract and no other claim of any nature whatsoever shall be made by the Associate.

c) All such provisions which the parties have agreed to survive and prevail even after termination of the contract shall remain effective despite the termination.

In the event of such termination, TPWODL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as TPWODL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by TPWODL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by TPWODL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to TPWODL under law against the associate.
Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct , TPWODL shall be entitled to bar the associates its agents , affiliates from undertaking any negotiation / tendering, bidding , participation activities concerning TPWODL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to TPWODL.

**22.2 Termination for Convenience of Associate**

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPWODL has full right to accept, reject or partially accept such request. However, associate shall continue its supply as per contract till final approval is given to associates for such termination.

**22.3 Termination for Convenience of TPWODL**

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

## 23.0 DISPUTE RESOLUTION & ARBITRATION

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

### 23.1 Governing Laws and Jurisdiction

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

## 24.0 ATTRIBUTES OF GCC

### 24.1 Cancellation

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

### 24.2 Severability

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

### 24.3 Order of Priority

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

## 25.0 ERRORS AND OMISSIONS

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

## 26.0 TRANSFER OF TITLES

The title of ownership and property to all equipment, materials, drawings & documents shall pass to the TPWODL on acceptance of material by store/site after Inspection.

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

## 27.0 INSURANCE

The Contractor shall take out the Insurance Policies which shall cover all risks including the following, as applicable:-

a) The value of the policy shall cover the total value of all the items till they are handed over to TPWODL.

b) TPWODL shall be the principal holder of the policy. The Associate shall be the loss payee under the policy. Associate / Sub-contractor of the Associate shall not be holders or beneficiaries in the policy nor shall they be named in the policy. TPWODL reserves the exclusive right to assign the policy.

c) While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required to be provided by the associate shall remain uninsured in accordance with (a) above.

d) A copy of the Insurance policy shall be made available to TPWODL prior to first dispatch lot of any Equipment and policy shall be kept alive and valid at all times up to the stage of final acceptance.

e) TPWODL reserves the right to take out whatever policy that is deemed necessary by him if the associate fails to keep the said policy alive and valid at all times and/or causes lapses in payment of premium thereby jeopardizing the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the associate.

f) The policy shall ensure that the TPWODL's decision regarding replacement of goods damaged, lost or rendered unusable shall be final.

In all cases, the associate shall lodge the claims with the underwriters and also settle the claims and shall also notify TPWODL of any filed claims. However, the associate shall proceed with the repairs and/or replacement of the equipment/components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the associate shall arrange prompt release against bond, security or cash as required. TPWODL, upon request by the associate, will extend all reasonable assistance to the associate in such a case.

All the insurance claims shall be processed and settled by the associate and the missing/damaged items shall be replaced/repaired by them without any extra cost to TPWODL and without affecting the completion time.

## 28.0 SUGGESTIONS & FEEDBACK

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

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

- Suggestions for us
- Feedback form
- Knowledge Sharing/ Experience with TPWODL

• Any issues with TPWODL.

Submission of feedback form is mandatory before the release of final payment to the BA.

**29.0 CONTACT POINTS**

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

**30.0 LIST OF ANNEXURES**

| S. No. | Subject | Annexure |
|---|---|---|
| 1. | Performa for Bid Security Bank Guarantee | A |
| 2. | Performa for Performance Bank Guarantee (CP cum EP) | B |
| 3. | Performa for No Demand Certificate by Associate | C |
| 4. | Performa For Application For Issuance of Consolidated TDS Certificate | D |
| 5. | Business Associate Feedback Form | E |
| 6. | Acceptance Form For Participation In Reverse Auction Event | F |
| 7. | Form for RTGS Payment | G |
| 8. | Vendor Appraisal Form | H |
| 9. | Manufacturer Authorization Form | I |

## ANNEXURE-A

## PROFORMA FOR BID SECURITY BANK GUARANTEE

**TP Western Odisha Distribution Ltd**
**Burla**

WHEREAS, (Name of the Bidder) ____________________________________________

(hereinafter called "the BIDDER") has submitted his bid dated______________ for the (Name of Contract) ___________________________________ (hereinafter called "the BID").

KNOW ALL men by these presents we (Name of the Bank) _______________________________ of (Name of the Country) _______________________________________ having our registered office at_______________________(hereinafter called "the BANK) are bound unto The TP Western Odisha Distribution Ltd (TPWODL) in the sum of ______________________ for which payment well and truly to be made to the TPWODL the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _______ day of _________ 20_____.

The CONDITIONS of this obligation are**:**

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

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

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

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

| | | | |
| --- | --- | --- | --- |
| **DATE** | **……………** | **SIGNATURE OF THE BANK** | **……………..** |
| **WITNESS** | **……………** | **SEAL** | **……………..** |

(Signature, Name & Address)

( At least 2 witnesses)

## ANNEXURE- B

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

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

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

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**TP Western Odisha Distribution Ltd**

**Burla**

**CP cum EP BG No.……………………………..**

**Order/Contract No…………………dated……………**

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

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

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

Dated at___________________ this_______________ day of ___________ 20__

Bank's rubber stamp

1.Banks full address

Designation of Signatory

2.Bank official number

## ANNEXURE-C

## PROFORMA FOR "NO DEMAND CERTIFICATE" BY ASSOCIATE

(On Company's Letter head or with Company Seal)
(To be submitted by the Associate to TPWODL Accounts Department at the time of receipt of full and final payment)

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

Name of the Project Order/

Contract No.

Dated

Name of the Associate Scheme

No. / Job No.

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

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

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

**Place** **Name**

(Company Seal)

## ANNEXURE-D

## PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS CERTIFICATE

To be printed on the letterhead

To,

The TP Western Odisha Distribution Ltd,

Burla

**Sub: Application for issuance of Consolidated TDS Certificate for the FY _________**

Dear Sir,

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

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

## ANNEXURE-E

## BUSINESS ASSOCIATE FEEDBACK FORM

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

**You are associated with us as**

☐ OEMs ☐ Service Contractor ☐ Material Suppliers ☐ Material & Manpower Supplier

**You are associated with us for**

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

**Your office is located at**

☐ Sambalpur ☐ Within 200 kms from Sambalpur ☐ More than 200 kms from Sambalpur

**Your nearly turnover with TPWODL**

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

**Additional Information**

| | |
|---|---|
| **Your Name** | |
| **Your Designation** | |
| **Your Organization** | |
| **Contact Nos.** | |
| **Email** | |

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

## SECTION – A

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

| S. No. | Parameters | 1 Do Not Agree | 2 Slightly in Agreement | 3 In Fair Agreement | 4 Mostly in Agreement | 5 Fully Agree | Remarks/ Suggestion |
|---|---|---|---|---|---|---|---|
| 1 | You receive all relevant queries / tenders from us in timely manner. | | | | | | |
| 2 | We provide you enough lead time to respond to our queries / tenders. | | | | | | |
| 3 | We provide you adequate support (drawings, documents, clarifications, briefing etc.) to enable you meet our requirements. | | | | | | |
| 4 | All following elements of our contract / purchase order are rational : | | | | | | |
| 4.1 | Scope of Work | | | | | | |
| 4.2 | Delivery / Execution Schedule | | | | | | |
| 4.3 | Payment Terms | | | | | | |
| 4.4 | Liquidated Damages | | | | | | |
| 4.5 | Performance Guarantee | | | | | | |
| 5 | Our purchase orders / contracts are simple, specific & easy to understand | | | | | | |
| 6 | TPWODL demonstrate willingness to be flexible in administration of Contract / Purchase Order | | | | | | |
| 7 | We provide timely responses / clarifications to your queries | | | | | | |
| 8 | TPWODL representative you interact / coordinate with is adequately empowered to support you in meeting contractual obligations | | | | | | |
| 9 | TPWODL provide you all necessary infrastructure support for timely and quality completion of work (including AMC) | | | | | | |
| 10 | TPWODL Engineer-in-Charge timely certifies the jobs executed/ material supplied | | | | | | |
| 11 | TPWODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job | | | | | | |
| 12 | BIRD (Bill Inward Receipt Desk) initiative has improved payment disbursement process | | | | | | |

| S. No. | Parameters | 1<br>Do Not Agree | 2<br>Slightly in Agreement | 3<br>In Fair Agreement | 4<br>Mostly in Agreement | 5<br>Fully Agree | Remarks/ Suggestion |
|---|---|---|---|---|---|---|---|
| 13 | Our approach for Inspection and Quality Assurance effective to expedite project completion? | | | | | | |
| 14 | TPWODL never defaults on contractual terms | | | | | | |
| 15 | In TPWODL Contracts closure is done within set time limit | | | | | | |
| 16 | Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience | | | | | | |
| 17 | Bank Guarantees are released in time bound manner | | | | | | |
| 18 | Our processes related to payment / account settlement are effective. | | | | | | |
| 19 | You get payments on time | | | | | | |
| 20 | TPWODL Employees follow Ethical behaviour | | | | | | |

## SECTION – B

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

| S. No. | Parameters | 1 | 2 | 3 | 4 | 5 | Remarks/ Suggestion |
|---|---|---|---|---|---|---|---|
| 1 | How do you rate courtesy/ empathy/ attitude level and warmth of TPWODL employees you interact with from following team? | | | | | | |
| 1.1 | Project Engineering | | | | | | |
| 1.2 | District / Zones | | | | | | |
| 1.3 | Projects/HOG (TS &P) | | | | | | |
| 1.4 | Inspection & Quality Assurance | | | | | | |
| 1.5 | Stores | | | | | | |
| 1.6 | Metering & Billing | | | | | | |
| 1.7 | Accounts / Finance | | | | | | |
| 1.8 | Administration | | | | | | |
| 1.9 | IT & Automation | | | | | | |
| 2 | How would you rate TPWODL in comparison to your other clients in terms of **fairness of treatment and transparency** with its Business Associates? | | | | | | |
| 3 | How would you rate TPWODL in comparison to your other clients in terms of **processes and systems to manage partnership** with its Business Associates | | | | | | |
| 4 | How would you rate TPWODL in comparison to your other clients in terms of **building long term & mutually relations**hip with its Business Associates | | | | | | |

## SECTION – C

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

| S. No. | Parameters | Certainly No | Probably No | Certainly Yes | Probably Yes | Remarks/ Suggestion |
|---|---|---|---|---|---|---|
| 1 | Based on your experience with TPWODL, would you like to continue your relationship with TPWODL? | | | | | |
| 2 | If someone asks you about TPWODL, would you talk “positively” about | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | TPWODL? | | | | | |
| 3 | Would you refer TPWODL name to others in your community, fraternity and society as a professional & dynamic organization? | | | | | |

## SECTION - D

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

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

## SECTION – E

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

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

Please spare your thoughts for TPWODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, altitudes that you

| Recommendation | *Please tick (√) your top 5 expectations out of the following 10 points listed below -* | |
|---|---|---|
| (Please list down improvement you expect from TPWODL) | *Timely payment* | |
| 1 | *Flexibility in Contracts/PO* | |
| | *Clarity in PO,s & Contracts* | |
| 2 | *Timely response to quarries* | |
| | *Timely certification of works executed* | |
| 3 | *Clarity in Specs, drawings, other docs etc.* | |
| | *Adequate information provided on website for tender notification, parties qualified etc.* | |
| 4 | *Timely receipt of material at site for execution* | |

| | | |
|---|---|---|
| | *Performance Guarantee/EMD released in time* | |
| 5 | *Inspection & quality assurance support for timely job completion* | |

We thank you for your time and courtesy!!

## ANNEXURE-F

## ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

**Signature & Seal of the Bidder**

## ANNEXURE-G

To,

DGM (Finance)
The TP Western Odisha Distribution Ltd
Burla

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

Dear Sir,

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

Vendor Code :

Title of Account in the Bank :

Account Type :

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

Bank Account Number :

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | |

Name & Address of Bank :

Bank Contact Person's Names :

Bank Tele Numbers with STD Code :

Bank Branch MICR Code :

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

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

Bank Branch IFSC Code :

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

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

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

Name of the Authorized Signatory: :

Contact Person's Name:

Official Correspondence Address:

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

Thanking you,

**For ____________________**

**(Authorised Signatory)**

**(Signature with Rubber Stamp)**

**Certification from Bank:**

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

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

**(Manager's/ Officers Signature under Bank Stamp)**

## ANNEXURE-H

## VENDOR APPRAISAL FORM

| | | | |
|---|---|---|---|
| **TO BE SUBMITTED BY VENDOR (To be filled as applicable)** | | | |
| **VENDOR:** | | | |
| **1.0** | **DETAILS OF THE FIRM** | | |
| | 1.1 | NAME (IN CAPITAL LETTERS) | : |
| | 1.2 | TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc. | : |
| | 1.3 | YEAR OF ESTABLISHMENT | : |
| | 1.4 | LOCATION OF OFFICE<br>POSTAL ADDRESS<br>TELEGRAPHIC ADDRESSES,<br>TELEX NO.<br>FAX NO. | : |
| | 1.5 | LOCATION OF MANUFACTURING UNITS | : |
| | | i) UNITS 1 | : |
| | | ii) OTHER UNITS | : |
| **2.0** | **PRODUCTS MANUFACTURED** | | : |
| **3.0** | **TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT & LOSS STATEMENT).** | | : |
| **4.0** | **VALUE OF FIXED ASSETS** | | : |
| **5.0** | **NAME & ADDRESS OF THE BANKERS** | | : |
| **6.0** | **BANK GUARANTEE LIMIT** | | : |
| **7.0** | **CREDIT LIMIT** | | : |
| **8.0** | **TECHNICAL** | | |
| | 8.1 | NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS) | : |
| | 8.2 | NO. OF DRAUGHTS MEN | : |
| | 8.3 | COLLABORATION DETAILS (IF ANY) | : |
| | | 8.3.1 DATE OF COLLABORATION | : |
| | | 8.3.2 NAME OF COLLABORATOR | : |
| | | 8.3.3 RBI APPROVAL DETAILS | : |
| | | 8.3.4 EXPERIENCE LIST OF COLLABORATOR | : |
| | | 8.3.5 DURATION OF AGREEMENT | : |
| | 8.4 | AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / | : |

| | | | |
|---|---|---|---|
| | | DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT | |
| | 8.5 | TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE) | : |
| | 8.6 | QUALITY OF DRAWINGS | : |
| **9.0** | **MANUFACTURE** | | |
| | 9.1 | SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC. | : |
| | 9.2 | POWER (KVA) | : |
| | | MAINS INSTALLED | : |
| | | UTILIZED | : |
| | | STANDBY POWER SOURCE | : |
| | 9.3 | MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE) | : |
| | | 9.3.1 MATERIAL HANDLING | : |
| | | 9.3.2 MACHINING | : |
| | | 9.3.3 FABRICATION | : |
| | | 9.3.4 HEAT TREATMENT | : |
| | | 9.3.5 BALANCING FACILITY | : |
| | | 9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC. | : |
| | 9.4 | SUPERVISORY STAFF | : |
| | 9.5 | ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.) | : |
| | 9.6 | NO. OF SHIFTS | : |
| | 9.7 | TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.) | |
| | 9.8 | WORKMANSHIP | : |
| | 9.9 | MATERIAL IN STOCK AND VALUE | : |
| | 9.10 | TRANSPORT FACILITIES | : |
| | 9.11 | CARE IN HANDLING | : |
| **10.0** | **INSPECTION / QC / QA / TESTING** | | |
| | 10.1 | NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE) | : |
| | 10.2 | INDEPENDENCE FROM PRODUCTION | : |

| | | | |
|---|---|---|---|
| | 10.3 | AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN | : |
| | 10.4 | INCOMING MATERIAL CONTROL AND DOCUMENTATION | : |
| | 10.5 | RELIABILITY/REPUTATION OF SUPPLY SOURCES | : |
| | 10.6 | STAGE INSPECTION AND DOCUMENTATION | : |
| | 10.7 | SUB-ASSEMBLY & DOCUMENTATION | : |
| | 10.8 | FINAL INSPECTION AND DOCUMENTATION | : |
| | 10.9 | PREPARATION OF FINAL DOCUMENTATION PACKAGE | : |
| | 10.10 | TYPE TEST FACILITIES | : |
| | 10.11 | ACCEPTANCE TEST FACILITIES | : |
| | 10.12 | CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST) | : |
| | 10.13 | STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE) | : |
| | 10.14 | SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL | : |
| | 10.15 | DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES | : |
| | | i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED | : |
| | | ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE | : |
| **11.0** | **EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)** | | : |
| **12.0** | **SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS** | | : |
| **13.0** | **CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)** | | : |
| **14.0** | **POWER SITUATION** | | : |
| **15.0** | **LABOUR SITUATION** | | : |
| **16.0 *** | **APPLICABILITY OF SC/ST RELAXATION (Y/N)**<br>**IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED** | | |
| **17.0** | **ORGANIZATIONAL DETAILS**<br>1. PF NO<br>2. ESI NO<br>3. INSURANCE FOR WORK MAN COMPENSATION ACT NO<br>4. ELECTRICAL CONTRACT LIC NO<br>5. ITCC / PAN NO<br>6. SALES TAX NO<br>7. WC TAX REG. NO | | : |
| **18.0** | **DOCUMENTS TO BE ENCLOSED:** | | |

| | | |
|---|---|---|
| | 1. FACTORY LICENSE<br>2. ANNUAL REPORT FOR LAST THREE YEARS<br>3. TYPE TEST REPORT FOR THE ITEM<br>4. PAST EXPERIENCE REPORTS<br>5. ISO CERTIFICATE –QMS, EMS, OHAS, SA<br>6. REGISTRATION OF SALES TAX<br>7. COPY OF TIN NO.<br>8. COPY OF SERVICE TAX NO.<br>9. REGISTRATION OF CENTRAL EXCISE<br>10. COPY OF INCOME TAX CLEARANCE.<br>11. COPY OF PF REGISTRATION<br>12. COPY OF ESI REGISTRATION<br>13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO<br>14. COPY OF ELECTRICAL CONTRACT LIC NO<br>15. COPY OF PAN NO<br>16. COPY OF WC TAX REGISTRATION<br>17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0<br>18. GSTN CERTIFICATE | |

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

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

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

# ANNEXURE-I

## MANUFACTURER AUTHORIZATION FORM

***(To be submitted on OEM's Letter Head)***

Date: …………….

Tender Enquiry No.: …………..

To,

Chief (Procurement & Stores)

The TP Western Odisha Distribution Ltd,
Burla

Sir,

WHEREAS M/s. *[name of OEM]*, who are official manufacturers of ………… having factories at *[address of OEM]* do hereby authorize M/s *[name of bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

……………………………………………………………………………………………………and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s *[name of OEM]* shall provide standard warranty on the materials supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For ……………..

Authorized Signatory

TPWODL

# ANNEXURE-VIII

## Norms for procurement from MSMEs registered in the state of Odisha

### 1) Tender Fees

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

### 2) Earnest Money Deposit (EMD)

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

### 3) Qualification Requirement for Open Tenders

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

### 4) Performance Bank Guarantees

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value prescribed.

## ANNEXURE-IX

## 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: sunilk.sharma@tpwesternodisha.com

# Business Associate's Safety Code of Conduct

| Reason for Change | Date of Last Revision | Prepared By | Reviewed By | Approved by |
|---|---|---|---|---|
| Periodic Revision | *11-May-2015-R1*<br><br>*01 August-2023-R7* | CFT members from all cluster | Corporate Safety Team. | Suresh H Khetwani<br><br>(*Chief safety and Environment*) |

**CONTENTS**



STERLING GREEN POWER SOLUTIONS PVT. LTD ★ BHUBANESWAR ★

***APPENDICES R8***



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**1.0 Objective**

- The Tata Power engages Business Associate workforce to execute, run and maintain various operating sites and facilities across locations for various business verticals including Generation, Transmission, Distribution and Renewable must perform work in a manner consistent with Tata Power Policies, Principle, values, working standard applied to activities range from project execution, operation, and maintenance to facilities management.
- The management of Business Associate safety represents a significant challenge for management. Tata Power has a responsibility to ensure that Business Associate s are provided with enough information and support to enable them to conduct their roles safely and without endangering health and safety of their own workforce or that of our staff.

**2.0 Scope**

- This procedure applies to all operating and project sites of The Tata Power Company Ltd and Group companies including new businesses like Electric Vehicle charging, Home Automation, Micro grid, Roof top solar etc. This Code of Conduct also applies to all operating and project sites of four Odisha Discom and New business based on mutually agreed timeline for implementation.
- This document is *also* applicable to Odisha Discom also. Odisha Discom are a joint venture between Tata Power and the Government of Odisha with the majority stake being held by Tata Power Company (51%). ODISHA DISCOMS is a state electricity distribution utility with sole rights to distribution of electricity in the Odisha covering the distribution companies such as TPNODL, TPCODL, TPSODL and TPWODL. In accordance with the Electricity Act. ODISHA DISCOMS engages Business Associate workforce to execute, run and maintain various operating sites and facilities across locations the activities range from project execution, operation & maintenance of facilities.

**3.0 Definitions**

3.1. **Contract:** A written agreement between The Tata Power and its Business Associate(s) to supply manpower, services, and/or materials or to carry out the whole or part of any work required by Tata Power (R8).

3.2. **Contract Administrator (CA):** An officer from Tata Power, accountable for managing contract related activities for implementation of the entire BASCOC (R8).

3.3. **Order Manager/Engineer in charge:** Order Manager/Engineer in charge is the Tata Power-Division /DISCOM representative, who has the ownership of the given job.

3.4. **Site Safety Management Plan**: It is the safety plan agreed between Business Associate and Tata Power-Division/DISCOM. It will contain the entire job specific safety requirement and will be signed by the Business Associate.

3.5. **Business Associate /Vendor (BA)**: An individual or a company that provides services to Tata Power-Division/DISCOM under a signed contract.

3.6. **Business Associate's Supervisor:** The link between The Tata Power and the Business Associates employees. He coordinates the work of his company's employee on site and is responsible & accountable for the safety of contract workforce. He will collaborate with site safety [illegible] (R8).

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**3.7.** **BA Employee(s):** Any person(s) employed by a Business Associate having gate pass of BA to carry out the contracted work, but not employed directly by Tata Power (R8).

**3.8.** **Sub-Vendor:** Any entity or person engaged & registered as per Tata Power Sub-vendor norms, by a main/prime Vendor to assist in execution of the job.(R8)

**3.9.** **Emergency:** It is a serious, unexpected, or dangerous situation requiring immediate action, which may result in loss of life, loss of revenue/property, business discontinuity. In case of Emergency, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation and approved by adequate authority of MB level or above.

**3.10.** **Expert Service jobs:** Jobs which needs expert services of Business Associate which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for AI-ML, expert for transmission and distribution network, expert for civil works, expert on transformers, expert for PSCC, expert for equipment overhaul etc.

**3.11.** **CEO/Chief/Head of division/Unit/Utility**: Business in charge who is overall custodian of the Tata Power-Division/DISCOM.

**3.12.** **Category A**: **Business Associate/ Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power-Division Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 4-CSMF-4 of this document.

**3.13.** **Category B**: **Business Associate/ Vendor:** Vendors eligible to carry out technical jobs, that are classified under Medium / ~~low~~ risk. Vendors must fulfil the requirement specified for Category B in Appendix 4-CSMF-4 of this document.

**3.14.** **Category C: Business Associate/ Vendor:** Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 4-CSMF-4 of this document.

**3.15.** **Category D: Business Associate/ Vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g., motor rewinding at vendor's shop floor, equipment sent for repair to vendor's works etc.) are classified as Category D Vendor.

***3.16.*** **High Risk Jobs**: A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in ***appendix 13*****(R8)** of this document.

***3.17.*** **Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.

***3.18.*** **Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager calculated it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.

**3.19.** **Long Duration Jobs:** When the duration of job is more than 12 months, it is considered as long duration job.

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**3.20.** **High Value Jobs:** When the value of the job contract is Rs. One Crore or more, it is considered as High value job**.**

**3.21.** **Strategic Business Unit-SBU/Division/Discom:** A strategic business unit is a **fully functional, independently operational setup of a particular business and** an important part of the Tata power company.

**4.0 Responsibilities**

**4.1 Contract Administrator (CA):** Contract Administrator is Tata Power-Division /DISCOM representative, who is responsible for ensuring the overall management and implementation of the BASCC standard and process, right from the registration to periodic evaluation of the BA (R8).

**4.2 Order Manager/Engineer in Charge**: Order Manager is Tata Power-Division /DISCOM representative , who is responsible for:

*4.2.1* Assessment of Safety Potential of new vendor before registration along with SCG.

4.2.2 Safety Evaluation of the bids along with SCG.

4.2.3 Finalizing the Site Safety Management Plan along with Business Associate, Safety Concurrences Group, Divisional Safety Head and Expert (External or Internal) if required.

4.2.4 Ensuring that potential safety hazards are identified and controlled before any contracted work starts. Hazard identification should be conducted using multi-disciplinary teams which includes members from competent safety professional/execution team/competent BA supervisor & workforce to understand and identify project-specific safety hazards (R8).

4.2.5 Ensuring that Pre-work meeting/TBT & Mass meeting are being held either under his/project owner's supervision and/or under the BA's qualified and designated representatives (R8).

4.2.6 Ensure 100% safety capability building SHE L1, L2, L3 for Business Associate work force and supervisor before start of Job.

4.2.7 Ensure Business Associate SHE L1 safety revalidation test for all work force quarterly or Half yearly for new business such as Odisha Discom.

4.2.8 Conduct competency assessment of all critical work force working on High-Risk Jobs based on Experience, Technical skill and Safety capability through Business Associate representative along with division/Discom safety representative.

4.2.9 Supervise and ensure work is carried out as per the Site Safety Management Plan including agreed Risk Assessment (HIRA/JSA) and Method Statement.

4.2.10 Conduct audit and evaluate Safety Performance of Business Associate including Star rating of Business Associates within specified period as per guidelines and ensure all High-risk & Medium -risk jobs are performed by competent vendors 4-Star&above and 3-star& above respectively.

4.2.11 Monthly auditing BA activities to determine compliance with the Safety terms and conditions of the Contract. Al l be brought to the attention of the BA'

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proprietor and supervisor(s). If an unsafe act or a condition creates an imminent danger of injury/incident, Order Manager should initiate immediate steps to stop the work and Penalty against violation to be impose on BA as per CSM F12 - Safety Violation Penalty Criteria. Also Feedback on Safety performance and facilitating in safety improvement activities with BA proprietor every month (R8).

4.2.12 Ensure Business Associate's adhere to all statutory provisions.

4.2.13 In case any Exception needed in agreed safety management plan or in BASCC process for execution of job, document control procedure- **TPSMS/GSP/DC/014** Clouse 6.3 will be applicable, and approval may be obtained by the Order Manager from adequate authority of Chief of Division/CEO of Discom/Chief Corporate Safety.

4.2.14 Order Manager for all High Risk shall be HOD/Division Head of Discom and above.(R8)

**4.3 Business Associate / Vendor (BA):** The person, entity or organisation who is executing the job for Tata Power-Division /Odisha Discom under a contractual agreement and will be responsible for the following.

4.3.1 To follow all Tata Power-Division /DISCOM Critical Safety Procedure, Rules and guidelines given in **CSM F2 Safety Terms and Conditions.**

4.3.2 Undertake job as per **CSM F9 Site Safety Management Plan** and method statements agreed with the Tata Power-Division /DISCOM.

4.3.3 Ensure 100% safety capability building L1, L2, L3 for Business Associate work force and supervisor before start of Job

4.3.4 Ensure Business Associate safety revalidation test for all workforce quarterly or Half yearly for new business such as Odisha Discom up to three years.

4.3.5 Ensure competency assessment of all critical work force working on High-Risk Jobs based on Experience, Technical skill and Safety capability through Order manager or Engineer in charge representative along with division/Discom safety representative.

4.3.6 Raise any concerns about their work and its safety with the Order Manager.

4.3.7 Report all injuries, near misses, unsafe acts/conditions, and occurrences to the Order Manager immediately.

4.3.8 Ensure that all sub-Business Associate s follow the Tata Power Safety Procedure and agreed **CSM F9 Site Safety Management Plan.** If Business Associate sub vendor detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment. Ensure that all sub-Business Associate s follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan.

4.3.9 To follow all statutory requirements as per the laws of the land.

4.3.10 All vendors applying for category "A "jobs or submitting quote for high-risk jobs shall obtain certificates of ISO:9001, ISO:14001 and ISO:45001 before submitting quote for high-risk Jobs or otherwise mention plan to get the certification.

4.3.11 The BA shall not sublet/sub-contract, transfer, or assign the Contract or any part thereof without the written permission of the CA/ HOD approved by Chief Procurement officer/ Chief Commercial. In the ever violates this condition, the Procurement

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division in consultation with the CA shall be entitled to place the Contract elsewhere on the BA's account and at the latter's sole risk; in addition, the contractor shall be liable for any loss or damage which the CA may sustain arising out of such placing of the Contract.

4.3.12 For engaging any sub-Vendor, the Prime Vendor as well as the sub-Vendor should be individually registered with Tata Power. Sub-contracting or hiring of others, by the BA to perform the services is subjected to specific, prior approval by the CA/OM. Such approval shall depend upon compliance with the following minimum requirements(R8)-

i. Sub-vendors identified by the Prime vendor will be subject to the same Safety Potential Evaluation Criteria as the Prime vendor for all Medium-risk/High-risk job where supervision will be done by the sub- vendors. In such cases, vendors must have a Star-rating of 4 or above, for becoming a sub- vendor.
ii. The SCG team shall evaluate the Safety and technical competency of the sub-contractors for High risk job.
iii. The Departmental Head will have the authority to approve any sub-contracting process based on requirement as submitted by the Prime Vendor (See CSM F-14 Sub-Vendor Engagement Request Form).
iv. No Safety potential evaluation shall be conducted for sub-letting of Low risk work.
v. The Prime vendor shall be fully liable and responsible to Tata Power for the acts, errors, and omissions of its sub-vendors and shall be relieved neither of any obligation to Tata Power under the contract, nor of any other legal requirements.
vi. The Prime vendor shall use only sub-vendors of demonstrated experience and reliability regarding the services to be provided.
vii. The Sub-vendor shall agree in writing to be bound by all obligations of the Prime vendor set forth in the Contract.
viii. Safety performance evaluation shall be done for both prime vendor & sub-vendor.

**Types of Sub-contracts and Associated Requirements (R8):**

I. Sub - Vendor working with his own supervision:- Sub-vendors must achieve a minimum Star-rating of 3 for performing High risk jobs under Tata Power supervision or under the Principal/Main Vendor (Prime Vendor).

II. Sub-vendor working under Prime vendor's supervision (as supplier of manpower):- Manpower-supply contracts have to be supervised by the Prime vendor and the Prime vendor's Star- rating has to be taken into consideration. Vendors supplying manpower need not qualify in the Star-rating assessment.

III. Only one level of sub-contracting is allowed, and the use of any sub-vendors must be authorised by Tata Power before any contract is finalised. Sub-vendors shall be subject to the same registration and selection/screening processes, as well as the same Safety performance requirements as those required of all Tata Power vendor's. Sub- vendor details are to be attached to the main contract during the RFQ stage. The process of sub-contracting is to be approved by the Chief / Head of the department (Appendix#14).

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**4.4 BA's Supervisor(R8):** The BA's supervisor is the link between Tata Power Management and the BA (including his employees).(R8)

4.4.1 He coordinates the work of his company's employee on site and is responsible & accountable for the safety of BA workforce. He will collaborate with site safety supervisor (SSS). BA's supervisor shall review the Safety requirements with his employees prior to the beginning of each job. Documentation of this review shall be forwarded by him to the Order Manager.(R8)

4.4.2 Assigning jobs to his workers, inspection of tools, equipment & PPEs , reporting of incidents & near-misses, housekeeping of work area and carrying out Safety Audits.(R8)

4.4.3 Deployment of all applicable Safety standards & procedure as mention in Safety Term& Condition CSMF2 during execution of the jobs.

4.4.4 Ensuring job specific training prior to execution of the job.

4.4.5 Conducting Tool - box meeting and compliance of SOP & statutory requirements at work place, correction of all unsafe conditions and acts.(R8)

4.4.6 BA'S Supervisor will deeply involve in making JSA through participation of work force.(R8)

4.4.7 BA's Supervisor will invite all BA employees for participation & engagement daily ensuring 100% in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R8)

**4.5 BA's Site Safety Supervisor(SSS)(R8):**

4.5.1 SSS will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job t site with the help of BA's supervisors (R8).

4.5.2 SSS will ensure his participations in TBT and Mass Meetings regularly. They will also ensure reporting of all incidents & near-misses and participate in incident investigation (R8).

4.5.3 SSS will help in risk assessment of activities while developing SOP for the job (R8).

4.5.4 SSS will deeply involve in making JSA through participation of work force.

4.5.5 SSS will assist for participation & engagement of 100% BA employees daily in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R8)

**4.6 Safety Concurrence Group (SCG):** It is Cross Functional Team constituted by Contract department with active support from Safety Team of the Tata Power Division/Discom safety team having representatives from Execution Department, Operation Department, Contract Department, and any other department as deemed fit. SCG will be responsible for the following:

*4.6.1* Assessment of Safety Potential of new vendor before registration using **CSM F1 Process Flowchart for Vendor Registration**, **CSM F3 Safety Category Qualification Form and *CSM F4 Safety Potential Evaluation Criteria*** *along with Star Rating(R8).*

4.6.2 Safety Evaluation of the bids as per evaluation format **CSM F7 Safety Bid Evaluation Criteria**

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4.6.3 Finalization of the **CSM F9 Site Safety Management Plan** submitted by the Business Associate.

4.6.4 During Safety Bid Evaluation for following types of jobs are evaluated:

4.6.4.1 High-Risk jobs, Medium Risk job, Major Shutdowns and Outages.

4.6.4.2 Capex jobs of High-Risk Category.

4.6.5 Site safety supervisor deployment for any specific & specialized work will be decided by SCG.(R8)

**4.7 HR Department(R8):**

4.7.1 Ensuring Health (Medical, Drinking water facility & sanitation support) & welfare (canteen services, rest room & sitting facility, first Aid) for BA employees as per social accountability guidelines stipulated in factory rules for all clusters (R8).

4.7.2 Ensuring protection of their legal rights, wages, insurance, provident fund etc. through awareness programs and through regular interaction with the contract employees (R8).

4.7.3 Enhancing capability competency and skill of BA employees, arranging Safety training for BA employees (R8).

**5.0 Procedure**

The BASCC specifies systematic requirements to manage safety related to BA' activities. All Tata Power employees shall comply with the provisions of this procedure( R8)

This is guided by a six-step process as enlisted in the Table below: -(R8)

| Sl No. | Name | Explanation | Key Elements |
|---|---|---|---|
| 1 | Registration of BA | Pre-Qualification for Registration | Identify BA who comply with Tata Power's Safety principles and standards.<br>1) **CSM F1 - Process Flow Chart for Vendor Registration** to be use for vendor registration.<br>2) **CSM F2 Safety Terms and Conditions (R8):** The document CSM F2 Safety Terms and Conditions provides the information about Tata Power-Division /Odisha Discom safety System to the Business Associate.<br>3) Evaluation of BA's safety category as per **CSM F3 - Safety Category Qualification form**<br>4) Evaluation of BA's Safety potential & Star rating as per **CSM F4 - Safety Potential Evaluation Criteria** before |

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| | | | |
|---|---|---|---|
| | | | registration. |
| 2 | Contract Preparation | Scope of Work, specific Safety clauses based on Safety Hazards Assessment and control measures | Develop Contract orders using **CSM F2 - Safety Term & Conditions** & specific Safety clauses in the documents to clarify Health and Safety expectations and Sub Vendor engagement as per **CSM F14: Sub-vendor Engagement Request *Form (R8)*** |
| 3 | Contract Award | Awarding the contract to qualified competent BA/Vendors | Thorough & effective communication and review of Contract Safety specifications at Pre-bid, Post-bid & pre-award meeting. Evaluation as per **CSM F7 - Safety Bid Criteria** and award contract through **CSM F5 - Flow Chart for Issuing RFQ and PO.** |
| 4 | Orientation and Training | BA workforce Safety training, generic & Skill-based Safety training (SHE L1,L2,L3) | Assure that BA's workers embrace the Tata Power's 'health & safety culture' and follow the Tata Power Safety standards.<br>BA workforce training as per **CSM F2 - Safety Term & Conditions** (clause 3.3.2) |
| 5 | Managing the Work | Safety supervision/function ensuring implementation of Tata Power Safety standards and SOP | Hold Pre-work meetings and assessing field safety execution against contract requirements as per below-<br>1) **CSM F6 – Safety Competency Assessment Form**<br>2) **CSM F8 – PPE Requirements**<br>3) **CSM F9– Site Safety Management Plan**<br><br>And High Risk job to be considered & managed as per<br>4) **CSM F13- Indicative List of High-Risk Jobs (R8).** |
| 6 | Periodic Evaluation | Post-work BA's Safety performance Evaluation | BA's Safety Performance evaluation as below-<br>1) **CSM F10 – Process Flow Chart for Safety Performance Evaluation(R8)**<br>2) **CSM F11 - Safety Performance Evaluation Criteria**<br>3) **CSM F12 – Safety Violation Penalty Criteria**<br>and feedback to BA & Procurement,<br><br>This will include Reward/Recognition & Penalty for safety violation/ accident.<br><br>Enable all locations to have better access to Safety-qualified and capable BA's |

**5.1 Registration of Business Associates:** *Different vendors are to register based on following categories:*

- ✓ ***Category A***- *Vendors eligible to carry out High risk Jobs*
- ✓ ***Category B***- *Vendors eligible to carry out technical jobs that are Medium/~~low~~ risk*
- ✓ ***Category C***- *Vendors eligible to carry out administrative and office jobs*

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- ✓ ***Category D**- Outsourced Jobs / Consultants /Medical Practitioners / Suppliers etc.*

For Vendor Registration, Contract Department will issue following documents for evaluation of Business Associate's safety capability.

1) ***CSM F2 Safety Terms and Conditions (R8):*** The document **CSM F2 Safety Terms and Conditions** provides the information about Tata Power-Division /Odisha Discom safety System to the Business Associate
2) **CSM F3 Safety Category Qualification Form*(R8):*:** Business Associate will submit the **CSM F3 Safety Category Qualification Form** with all relevant details and documents to Vendor Registration Initiator, which will in turn forward it to Safety Concurrence Group (SCG) for evaluation.
3) **CSM F4 Safety Potential Evaluation Criteria**: The SCG will evaluate the details submitted by the Business Associate based on a predetermined criteria **CSM F4 Safety Potential Evaluation Criteria** along with Star Rating (R8)for Vendor Registration and will determine the category (Category A/B/C/D) for which the Business Associate will be registered. As mentioned in the above criteria, a site visit may also be organized by SCG prior to registration under Category A and B. In case, the Business Associate does not qualify the safety criteria, the Business Associate will not be registered. However, he may apply afresh for registration after 6 months.

#### 5.1.1 *Star Rating(R8):*

*SCG will evaluate Star Rating as per following -(R8)*

- *Initially potential Star Rating based on **CSM F4 Safety Potential Evaluation Criteria***
- *After 6 month actual star rating assessment to be carried out based on **CSM F4 Safety Potential Evaluation Criteria** and safety performance evaluation.*
- *Odisha Discom & New Business Star Rating process will be applicable only 1 year after implementation of it.*
- *Based on Safety capability score Vendors rating will be evaluated (For 3 star rated vendors - within 12 months from previous assessment date and for 4 &5 Star rated vendors – within 24 months from previous assessment and Re-assessment within three months from previous assessment date when a vendor is unable to achieve Star rating 3)*
- *Category A - Vendor must require Safety Star Rating 4 and above.*
- *Category B - Vendor must require Safety Star Rating 3*

***Star Rating will be evaluated by Third Party from FY 26 *(R8)***

### 5.2 Contract Preparation :

At the time of placing the Purchase Requisition (PR), Order Manager is required to declare the risk involved in the of the job (i.e., High Risk / Medium Risk / Low Risk jobs, based on the RPN in HIRA). If the Job is "High /Medium Risk" then RFQ will be attached **CSM F2 Safety Terms and Conditions which includes following and safety bid will be evaluated**

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1) **CSM F6 Safety Competency Assessment Form**
2) **CSM F8 PPE requirements**
3) **CSM F9 Site Safety Management Plan Job Specific Safety Requirement (Educational and Professional Qualification, Skill & Experience Manpower, Tools, and Tackles, e.g., man lifter, use of drone, use & availability of rescue kit, Work Methodology etc.)**

Safety bid evaluation will not be done for category C and D.

Contracts department will collect duly filled **CSM F6 Safety Competency Form** along with the bid. All other stakeholders will also put their efforts to get all relevant safety data during meeting / discussions with the vendor.

**5.3 Contract Award:** SCG will evaluate the document as per the **CSM F7 Safety bid evaluation criteria**. If any specific condition related to Contract is required to be conveyed to the Business Associate, Site safety team will attach the same as Annexure for specific conditions of job and submit it to contract team along with safety bid evaluation form. Commercial bid of Business Associate will be considered for evaluation by contract team only if Business Associate is qualified in safety bid. Site Safety Management Plan, defining the complete procedure of executing the job at site will be signed by the Business Associate and SCG after mutual agreement. Contract will attach a copy of Site Safety Management Plan along with PO to the successful bidder. Please refer **CSM F5 Process Flow Chart for issuing RFQ and PO significant health and safety risk associated with it.**

**5.4 Capability Building(R8):**

**5.4.1 Before issuing gate pass:**

**For Odisha Discom/*New business(R8)*:** All Tata Power Business Associate and sub Vendor workforce is required to attend 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
- Hazard's reporting
- Reporting of injuries
- Emergency procedures
- Safety Activities and Program including disciplinary measure and incentives.
- Critical safety procedure relevant to the job

**For Tata Power Divisions:**

All Tata Power Business Associate and sub vendor workforce is required to attend L1 Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry.

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### 5.4.2 Before start of actual work:

- Appropriate practical training such as SHE 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 critical Safety procedures mentioned under safety procedures. Duration of course is as specified by Division/Discom
- Business Associate 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 employees who meet the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen have to reappear for assessment.
- If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in the Division /Discom.
- After expiry of Certificate or Training /Competency Card again one day recertification of L1, L2 and L3 skill training will be provided.
- Quarterly /Half yearly (For Odisha and New business) Revalidation Test - "SHE L1 Revalidation test" will be conducted for the Business Associate's employees to revalidate their safety awareness and knowledge.
- Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforces, going to be deployed at site / plant for high-Risk job.
- The Contactor shall bear the conveyance and food expenses of his staff for attending training sessions and capability building sessions in new business-like Odisha Discom.
- The Contactor shall bear the entire cost of L1/L2/L3, the costs towards training, salaries/wages, boarding and lodging of his staff for attending training sessions and capability building sessions. These trainings are offered on nominal chargeable basis payable by Business Associate and rates shall be decided by TPSDI from time to time in case of training trough TPSDI. Generally, L0 is of one day, L1 is for 2 days for each critical procedure and L3 is for one day. Around Rs 700+GST is approx. cost /Day/Candidate.
- Competency assessment of all critical workforce to be carried out for all who has taken L2 training.

### 5.4.3 Recognition to the Prior Learning in Safety

If "Order Manager" recommends and "Head of the Safety Department of Discom" is satisfied with the safety knowledge and competency of the employee of Business Associate , a test may be conducted by Tata power Skill development Institute/ other recognized institute to assess the prior learning in safety. If employees of the Business Associate s pass in such test, he will be exempted from appearing in SHE L1 training. This assessment is on nominal chargeable basis and rates are decided by TPSDI from time to time.

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### 5.5 Managing Work(R8):

Order Manger shall -

1) Comprehensively assess and ensure field Safety implementation against Contract requirements and the Safety Management Plan.
2) Maintain a follow up process that drives continuous improvement in Safety practices and avoids repetition of common errors.
3) Order Manager and BA should aim at optimizing Safety performance of the Contract by working in a collaborative manner during the execution of the work. This can be achieved by:
   - Ensure that potential safety hazards are identified and controlled before any contracted work starts. Hazard identification should be conducted using multi-disciplinary teams which includes members from competent safety professional/execution team/competent BA supervisor & workforce to understand and identify project-specific safety hazards.
   - Monthly inspection and replacement of damaged Personal Protective equipment - PPE & Critical Equipment, lifting Tools & Tackles and hand tools used at site.
   - **PTW** - PTW procedure must be adhere and implement at site.
   - Reviewing the Safety Management Plan (**CSM F9– Site Safety Management Plan)** before each stage of work begins.
   - **TBT & Mass Meeting**: Every day Tool box talks to be conducted based on JSA/SOP with maximum participation of BA Workforce & Safety points to be shared by BA employee & line manager and 100% participation of BA employee & workmen in to mass meeting/communication.
   - **BA Self safety audit:** BA Safety Supervisor will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job at site with the help of BA's supervisors.
   - All respective **Critical safety Rules & Procedures and General safety Rules & Procedures** to be use and implement at site during job.
   - **"Suraksha Samwad"** also known as Safety Interaction is a proactive safety initiative. In this program, leadership engages with BA workmen and employees in a scheduled 30-minute session to discuss and observe safety practices in the workplace.
   - **Reporting safety observations by BA employee:** This involves the active participation of the workforce in identifying and reporting safety observations, which can help prevent accidents and improve safety performance.

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- **Felt Leadership for Business Associates Proprietor /Co-ordinators**: This program aims to develop leadership skills within the Business Associates Proprietor/Co-ordinators. It encourages individuals to take ownership of their work and fosters a culture of responsibility and accountability.

- **Behavior based safety program (Jivan Ki Aur):** It aims to create regular awareness among all ground staff. It seeks to sensitize them, establish relationships, foster teamwork, enhance communication, motivate and empower everyone, promote good health, and enable a happy and safe life. The program will cover various activities such as morning meetings, home visits, personal meetings, group meetings, short training sessions, games, and other forms of engagement.

### 5.6 Periodic Evaluation(R8):

1. During the time of job execution, regular site inspection will be carried out by the Tata Power-Division /DISCOM officials ***mainly Line manager (R8)*** to evaluate monthly safety performance of the Business Associate as per ***CSM F11 Safety Performance Evaluation Report (R8)*** and monthly score will be maintained by the Order Manager. Violations will be dealt as per **CSM F12 Safety Violation Penalty Criteria**. Please refer **CSM F10 Process Flow Chart for Safety Performance Evaluation**. Percentage of retention amount is usually mentioned in safety terms and conditions.
2. The evaluation criteria include Lead Indicators such as percentage of workers trained in TPSDI, inspection of critical equipment. Lag indicators such as Fatalities, LWDC and man-days lost.
3. In case of job stoppage due to safety violations / unsafe observations at the site, no time extension from PO completion date shall be given to the Business Associate, if such delays are attributable to Business Associate.
4. In case of fatality, limb loss or loss of property, vendor must pay for liability, legal, statutory, and additional mutually agreed settlement charges imposed by the appointed committee by Division Chief/CEO. This charge is over and above the retention amount. The committee will finalize penalty amount based on factors such as advice by statutory authorities, contract value and impact of accident etc.
5. Order Manager, Head of Business and functional Chief have the authority to terminate the contract as per **CSM F12 Safety Violation Penalty Criteria** Through contract department.
6. *Site contract team will arrange Quarterly meetings with Order Manager to take feedback for Safety performance of Business Associates In-turn Site Leadership and Site Contract team will give feedback of safety performance to BA proprietors so as to take Corrective actions (R8).*
7. ***CSM F11 Safety Performance Evaluation Report (R8) to be used*** *to evaluate Star Rating of Business Associate for lead & Lag Indicator.*

#### 5.6.1 Safety performance retention:

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 or every six-month based on Safety

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Performance Score of Business Associate s. The retention amount will be calculated based on contract value as below.

| Risk Category | Contract Value | Retention Amount (%) |
|---|---|---|
| *Very high/High risk job/ Medium Risk jobs* | Up to 10 Lakhs | 2.5 |
| *Very high/High risk job/ Medium Risk jobs* | 10 – 50 Lakhs | 2 |
| *Low/Very Low Risk jobs* | 10 – 50 Lakhs | 1 |
| *Very high/High risk job* | 0.5 to 10 Cr | 2 |
| *Medium Risk jobs* | 0.5 to 10 Cr | 1.5 |
| *Low/Very Low Risk jobs* | 0.5 to 10 Cr | 1 |
| *Very high/High risk job* | >10 Cr | 1.5 |
| *Medium Risk jobs* | >10 Cr | 1 |

1. The safety retention amount will not be applicable if there is clause of Contract Performance Bank Guarantee (CPBG) and safety performance of Business Associate is as per desired criteria.
2. If safety performance of Business Associate is not as per desired criteria (as per Appendix 10 – CSM F10 – Process Flow Chart for Safety Performance Evaluation and Appendix 11: CSM F11 - Safety Performance Evaluation Criteria. then safety retention percentage as mentioned in table above will be deducted from running bill.
3. Bidder to give understanding that if there are any deductions required to be made for safety non-performance as per the Safety Performance Score, then Tata Power shall recover any such deductions against safety non-performance directly from the monthly bills / final settlement or it shall be within its right to recover such sum from accounts payable or the CPBG or the retention of the Business Associate available with Tata Power for the said contract between the Business Associate and Tata Power.
   For all other contracts retention amount is applicable as per table given above.
4. The retention amount against non-safety performance saved and Penalty will go to a separate Safety Improvement Fund.
5. 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.
6. 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%.

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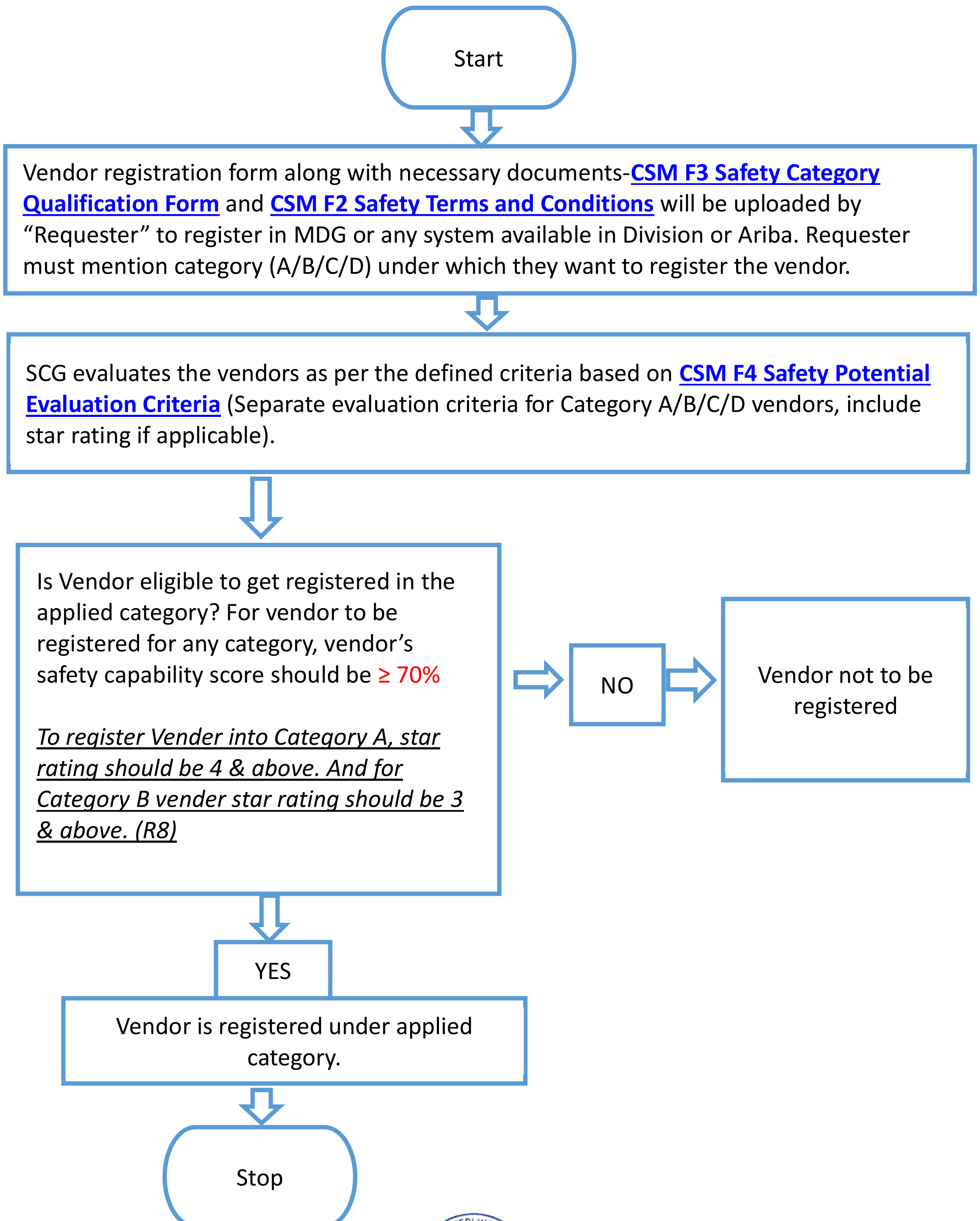
**Appendix 1: CSM F1 - Process Flow Chart for Vendor Registration**



## Appendix 2: CSM F2 - Safety Terms and Conditions
## (Attached as a separate document under the title CSM F2 – Safety Terms and Conditions)

## Appendix 3: CSM F3 - Safety Category Qualification form

1. "**Safety Category Qualification Form**" is part of vendor registration form. It needs to be filled by the Business Associate at the time of Registration and should be submitted to Requester / Order Manager with all relevant documents.
2. The same will be evaluated by Safety Concurrence Group of the Division (SCG).
3. Information provided by Business Associate will be verified during site visit.

### Safety Category Qualification Form

**Please consider my application for**

**Category A Vendor:** Vendor eligible to carry out Very High- and High-risk O&M/Project jobs
**Category B Vendor:** Vendors eligible to carry out technical jobs, classified as Medium / low risk
**Category C Vendor:** Vendors eligible for to carry out low or very low risk administrative and office job
**Category D vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises.

<table>
<tr><td colspan="4">Name of the Vendor:</td></tr>
<tr><th>#</th><th>Safety Information</th><th>Yes / No</th><th>Remarks</th></tr>
<tr><td>1</td><td>Certified for<br>i. ISO 45001,<br>ii. ISO: 14001<br>iii. ISO: 9001<br>(ISO certificates to be issued from reputed accreditation agencies specified by Tata Power)</td><td>i. Y/N<br>ii. Y/N<br>iii. Y/N</td><td>If Yes, Attach copy of the certification.<br><br>If No, mention plan to get the certification.</td></tr>
<tr><td>2</td><td>Safety Statistics for current and Last Three (3) Years<br><br>- LTIFR</td><td>Yes/No</td><td><table><tr><td></td><td>Current Year</td><td>Year 1(Last FY)</td><td>Year 2</td><td>Year 3</td></tr></table></td></tr>
</table>

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<table>
<tr><td colspan="4">Name of the Vendor:</td></tr>
<tr><td></td><td>- LTISR</td><td></td><td><table><tr><td>LTIFR</td><td></td><td></td><td></td><td></td></tr><tr><td>LTISR</td><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>3</td><td>Any Compensation paid due to accidents during current and last three years?</td><td>Yes/No</td><td><table><tr><td></td><td>Amount (INR)</td><td>Man-hour</td></tr><tr><td>Current Year</td><td></td><td></td></tr><tr><td>Y1 (Last FY)</td><td></td><td></td></tr><tr><td>Y2</td><td></td><td></td></tr><tr><td>Y3</td><td></td><td></td></tr></table></td></tr>
<tr><td>4</td><td>Any prosecution against you by statutory bodies/clients during last three years due to statutory violations, criminal negligence towards safety and dereliction of duty of care towards your employees?<br>Is any case still pending against you?</td><td>Yes/No</td><td>If yes, give details.<br>If no, give an undertaking that no case is pending against you and you have not been prosecuted by statutory bodies or clients.</td></tr>
<tr><td>5</td><td>Do you have Safety Policy? Safety Principles? And Lifesaving Rules?</td><td>Yes/No</td><td>If yes, attach copy of the documents available.</td></tr>
<tr><td>6</td><td>Do you have Safety training process?</td><td>Yes/No</td><td>If yes, attach safety training process and average training man-hour of your employees for the last three years.</td></tr>
<tr><td>7</td><td>Do you have a system for recording, reporting, and investigating all incidents or near misses?</td><td>Yes / No</td><td>If yes, show the incident statistics of last three years and implementation of CAPA.</td></tr>
<tr><td>8</td><td>Do you have a disciplinary action program against your employees for violation towards safety rules and procedures?</td><td>Yes/No</td><td>If yes, show the records of disciplinary action taken the last three years.</td></tr>
<tr><td>9</td><td>Do you have a reward and recognition scheme for your employees who show exemplary sa</td><td>Yes/No</td><td>If yes, show the records of Reward and Recognition given during. the last three years.</td></tr>
</table>

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| **Name of the Vendor:** | | | |
|---|---|---|---|
| | behavior and contribute to overall safety improvement at site? | | |
| 10 | Do you engage in safety promotional activities? | Yes/No | If Yes, Show the proof of engagement in safety promotional activities. |
| 11 | Have you been recognized or awarded or rewarded by government bodies of clients for showing excellence in safety management in your jobs during last three years? | Yes / No | If Yes, Show proof. |
| 12 | Do you provide adequate quality of PPEs to your workmen? | Yes/No | If yes, please provide details of PPE Matrix and if required, samples for inspection. |
| 13 | Do you have Safety organization structure e.g., Safety Officers and Safety Committees? | Yes/No | If yes, attach copy of the safety organization structure, details of safety committees and safety professionals. |
| 14 | Name and address of sites where work is in progress or worked earlier | Yes/No | Site details to be attached for inspection by Tata Power-Division /DISCOM Officials. |

Note: If you respond NO to any of the above questions, you can mention your plan to get the required documents.

I hereby confirm that the information provided above are true. I give my consent to be penalized as deemed fit in case any information given above are found to be false.

I will abide the general safety guidelines mentioned in the purchase order / work order and will ensure to prepare and follow site specific safe operating practices in consultation with the site-in-charge and safety professional. I will abide by penalty scheme in case of non-compliance.

Signature :

Name and Designation:

Stamp of Organization :

**Appendix 4: CSM F4 - Safety Potential Evaluation Criteria for Vendor Registration (R8)**

At the time of vendor registration, vendor will be registered under 4 categories

1) **Category A**- Vendors eligible to ca[illegible] Jobs

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2) **Category B**- Vendors eligible to carry out technical jobs that are Medium/low risk
3) **Category C**- Vendors eligible to carry out administrative and office jobs
4) **Category D**- Outsourced Jobs / Consultants /Medical Practitioners / Suppliers etc.

For vendors to be registered under **Category A/B**, a safety potential evaluation will be carried out based on following parameters. (Actual **score is safety capability score)**

***Star rating criteria score: 5 Star- 90 to 100, 4 Star- 80 to 90, 3 Star- 70 to 80(R8)***

| Sr No | Description | Weight age (%) | Actual Score |
|---|---|---|---|
| 1 | Does the service provider have a valid 45001 Certification? | 10 | |
| 2 | *Performance Measure: Lead Indicator*<br>*(Ref to Safety Performance evaluation report CSM F11 (A) Lead indicator score)(R8)* | *40* | |
| 3 | *Performance Measure: Lag Indicator*<br>*(Ref to Safety Performance evaluation report CSM F11 (B) Lag indicator score)(R8)* | *20* | |
| 4 | Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 5 Marks. | 5 | |
| 5 | Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider<br>✓ **Safety Officer:** >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero.<br>✓ **Safety supervisor**: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero.<br>✓ **Workmen:** >80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and <50%: Zero | 20 | |
| 6 | Check the organizational structure for safety professionals & engineers / supervisors.<br>✓ Check Availability of number of Safety Supervisor from government recognized institute as per workforce strength. 1 in 50 employees than 5 Marks *otherwise Zero.* (R8) | 5 | |
| | Total | 100 | |

**Evaluation Criteria for Category C**

| Sr no | Description | Weight age (%) | Actual Score |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 1 | Does the Business Associate have a valid ISO 9001 certification? | 40 | |
| 2 | Check the Safety statistics of Service provider (If available than 10 otherwise Zero) | 10 | |
| 3 | Check the trend LTIFR/LTISR for last 3 years (If less than 0.2 than give 20 Marks if between 0.2 to 0.3 than give 10 marks and otherwise Zero | 20 | |
| 4 | Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 10 Marks. | 10 | |
| 5 | Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider<br>✓ **Safety Officer:** >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero.<br>✓ **Safety supervisor**: >80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and <50%: Zero.<br>**Workmen:** >80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and <50%: Zero | 20 | |
| | **Total** | 100 | |

**Evaluation Criteria for Category D**

Category D does not require any evaluation as it is for outsourced job outside the Tata Power company premise.

For vendor to be registered for any category, vendor's safety capability score should be ≥ 70%.

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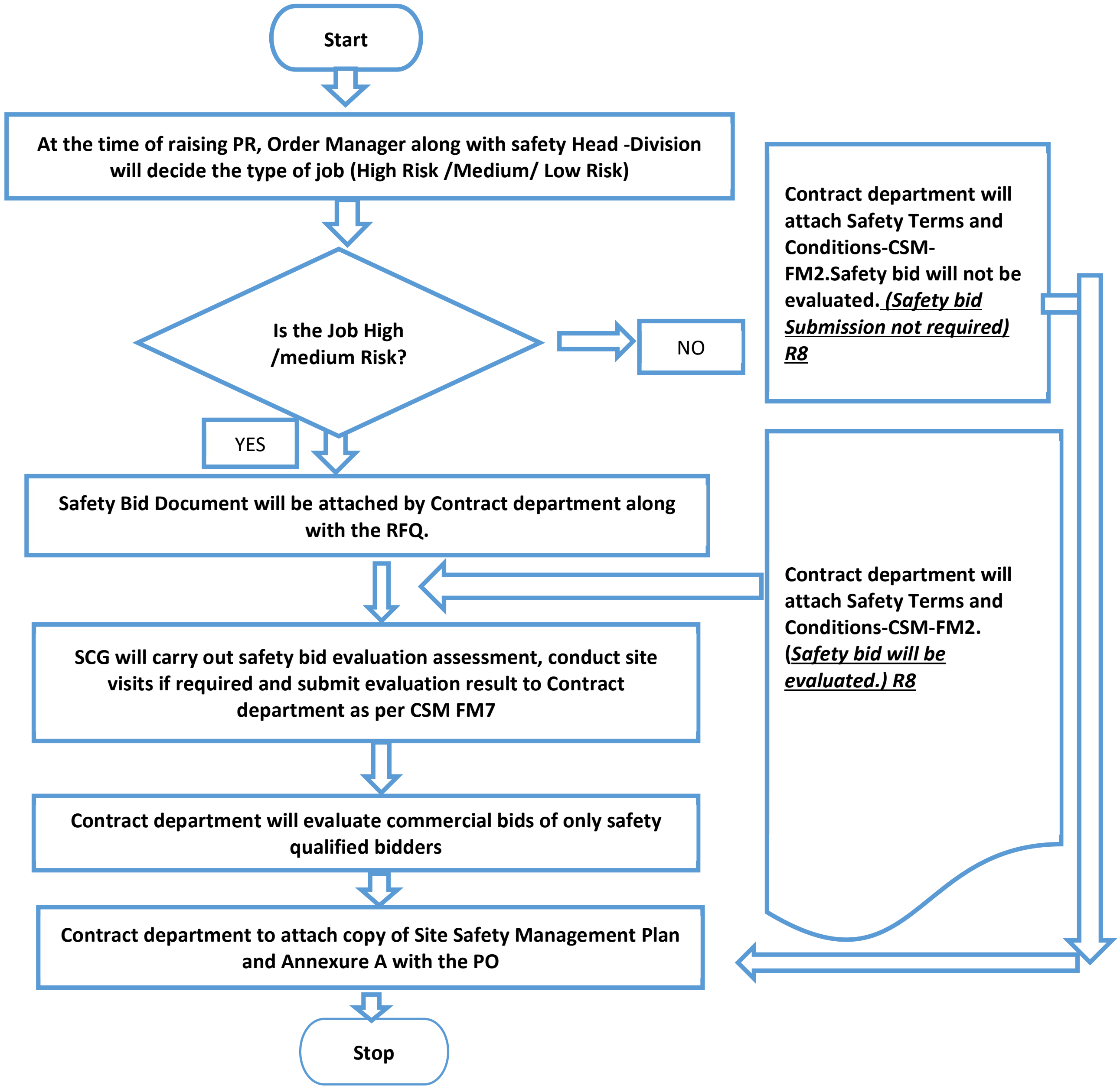
## Appendix 5: CSM F5 - Flow Chart for Issuing RFQ and PO (R8)

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**<u>Appendix 6: CSM F6 - Safety Competency Assessment Form (Template)</u>**

Name of the Vendor/Bidder:
Name of the Sub Vendor (If job is given to Sub Vendor):
Description of the Job:
Request for Quotation (RFQ) No.:

**Vendor/Bidder to mandatorily provide the below safety competency related information:**

**1. Proposed Manpower Deployment Schedule : -**

| Type of manpower | Qualification | Experience | Month 1 | Month 2 | Month 3 | ………… |
|---|---|---|---|---|---|---|
| **Project /AMC Manager** | | | | | | |
| **Site In Charge** | | | | | | |
| **Safety Manager** | | | | | | |
| **Safety Officer** | | | | | | |
| **Supervisors** | | | | | | |
| **Technicians** | | | | | | |
| **High Skilled workmen** | | | | | | |
| **Skilled workmen** | | | | | | |
| **Semiskilled workmen** | | | | | | |
| **Lineman** | | | | | | |
| **Helpers** | | | | | | |
| **Drivers** | | | | | | |
| **Unskilled** | | | | | | |
| **Others** | | | | | | |

**Instruction to Bidders:**

i. Indicate the overall site manpower deployment schedule as above
ii. Indicate direct or subcontracted employees by using color code given below:

**Direct Bidder Employee – Green**
**Partly Direct / partly Subcontracted – Yellow**

**Subcontracted – Red** If sub Business Associate detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment Ensure that all sub-Business Associate's follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan.

iii. Against each category, indicate minimum educational qualification and work experience
iv. Add rows to include other speciali if any.

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v. Extend columns to cover the entire duration of the proposed contract.
vi. If the operation is in shifts, then indicate shift in charge and / or safety officers required for each shift operation.

**2. List of Tools, Tackles, Machines and Equipment: -**

Bidder/ Vendor to provide the list of tools, tackles, equipment **to be used during the job / project execution**. Bidder/Vendor to ensure that all the lifting tools and tackles, pressure vessels are duly certified by the competent person authorised by the Chief Inspector of Factories of the respective state prior to start of the job

| Sr. No | Description of Tools / Tackles | Capacity / Rating | Quantity | Make | Year of manufacture | Remarks |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| …… | | | | | | |

**3. Safety Records:**

Bidder to provide the details of fatalities and lost workday cases (LWDC), occurred in last three years (data to be provided for the last completed FY and preceding 2 years).

| Description | Safety Data for current and Last 3 Years | | | |
|---|---|---|---|---|
| | Current Year | Year 1 (Last FY) | Year 2 | Year 3 |
| | | 20__ - __ | 20__ - __ | 20__ - __ |
| Fatalities (Nos.) | | | | |
| Lost Workday Cases (Nos.) | | | | |

In case of no fatalities, LWDC during any year, the form may be filled stating NIL against the respective year. Bidders are encouraged to also submit the RCA / incident investigation reports and the learning's implemented out of the above reported incidents

**4. Job Safety Plan/ Method Statement:**

Bidder to provide / enclose a detailed Site/Job Safety Plan along with a Method statement detailing the execution philosophy (how the bidder intends to execute the Job/Project), identifying all key activities which are required to be performed by the Business Associate at Site. Bidder to also list down all high-risk activities and provide the Hazard Identification and Risk Assessment (HIRA) for all such high-risk activities involved in the site work.

(Use Method Statement template attache )

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**5. PPE Requirement**

| **Division/DISCOM Requirement** | **Bidders Response** |
|---|---|
| The Bidder/Vendor shall ensure that all PPE of Approved standards as per CSM F8 – PPE Requirements shall be always available and shall be used by his employees with no exception whatsoever. Bidders to also ensure Standard PPE matrix of Tata Power to be followed for all activities. | |
| 10% Buffer stock of PPEs to be provided by bidders at each circle to meet any contingency | |
| Bidder will ensure that sample PPEs to be submitted/approved by Safety Department along with EIC at the time of submission of Safety bids for evaluation<br>In case bidder manpower found using substandard or any PPEs which are not approved by the Tata Power-Division /DISCOM representative, then Tata Power-Division /DISCOM will provide the same to manpower deployed at the cost of bidders. | |

6. ***Vehicle Deployment***: Bidders to provide details of all vehicles deployed during execution of work

| **S. No.** | **Vehicle No.** | **Vehicle Type** | **Location** | **EV/CNG/Diesel/Petrol** | **Year** | **Whether CNG endorsed on RC** |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

7. **Crane Deployment:** Bidders to provide details of crane to be deployed during the execution of work as and when required. Bidders to provide approved new gen crane ACE Model SX150, ACE FX150 and Escorts Model TRX 1550.

| Sl No | Crane No | Location | Year |
|---|---|---|---|
| | | | |
| | | | |

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| | | | |
|---|---|---|---|
| | | | |

8. **Training Records:** Bidders to provide training records of employees deployed for the execution of work during last one year. These training includes OHS (Occupational Health and Safety) Training, Training on SOP/Work Procedures and Medical Emergency trainings imparted at their own facility, cost, and expenses. Bidders to provide the following details:

| Tata Power-Division /DISCOM **Requirement** | **Bidders Response** |
|---|---|
| Training records of employees at their own facility, cost, and expenses for last one year | |
| Training facility available with Bidders | |
| Future road map for enhancing the competency of workforce | |

9. **Rewards and Recognition:** Bidders to provide the details of process deployed in their organization for sharing and resolution of safety concerns raised by their employees. Also, bidders to provide the details of Rewards and Recognition process in their organization for safety to encourage the morale of their workforce.

10. **Management System Certification: -**

| **Sr.No** | **Certification** | **Yes / No** | **If Yes, Year of Certification** | **If No, Target date for Certification** |
|---|---|---|---|---|
| 1 | ISO 9001 | | | |
| 2 | ISO 14001 | | | |
| 3 | ISO 45001 | | | |
| 4 | Any other (Specify….) | | | |
| Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached. | | | | |

## Appendix 7: CSM F7 - Safety Bid Evaluation Criteria

The User must select whether the job is high /Medium Risk and long duration at time of raising the PR.

1) The decision whether job is "is high /Medium Risk "or not has to be made by order manager based on Risk involved (Risk Priority Number in HIRA) of the Jobs. An indicative list of high-risk jobs is attached as Appendix 13. The risk assessment will be done along with Division safety Head.

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2) If a technical job is of low risk with estimated duration of the contract more than one year, the job should be treated as "**long duration**".
3) All Safety bids will be evaluated by Safety Concurrence Group. Structure of SCG will be declared by contract department with the assistance of Division / Discom safety. Safety team will audit bid evaluation process of a few selected jobs and Quality of evaluated safety Bids.
4) Records of jobs sent by for Safety Bid evaluation shall be maintained by Contract team in existing tracing sheet along with other jobs.
5) Safety bid evolution will be done by SCG within one working week.
6) Contracts / Division shall provide a list of regular Business Associates participating in multiple tenders during the year for a one-time umbrella Safety Evaluation of Bidder (as against the specific Bid evaluation) by indicating the nature of the type of jobs / works which the BA usually participates in bidding. SCG shall evaluate such bidders for the requested works and on satisfying the evaluation criteria may be granted a Safety Pre-Approved status for the specific types of work (e.g., O&M of Boiler, Turbine, CHP, AHP, Turnkey EPC, Switchyard, Distribution Electrical Contract etc.) which shall be initially valid for a period of 1-year and shall thereon be extended further against revalidation / re-evaluation as required.
7) Business Associates having such Safety Pre-Approved status for the type / category of jobs shall be exempted from submission of Safety Evaluation Bid against each tender provided that their Safety Pre-Approved status is valid for the subject work / tender.
8) A suitable system shall be developed by Contracts to track the validity of such Safety Pre-Approved status of Bidder for timely renewal failing which the Safety Pre-Approved status shall cease and Bidder will thereon have to provide Safety Bids with each tender until such one-time approval is renewed.

**Safety Bid Evaluation will be based on following parameters.**

***Evaluation Criteria***

| S. No. | Description | Max Marks | Criteria for evaluation |
|---|---|---|---|
| 1. | Qualification and Experience of manpower | 15 | **As per Clause No. 1 CSM F6 – Safety Competency Assessment Form *(R8)*** |
| 2. | Tools and Tackles to be provided by bidder | 15 | To be evaluated as per approved tool list of concerned departments. |
| 3 | PPE Requirements | 5 | To be evaluated as per approved PPEs standard and PPE Matrix specified in ***CSM F8 – PPE Requirements (R8)*** |
| 4 | Job Safety Plan/ Method | 15 | To be evaluated as per as per SOP/WI/HIRA |
| 5 | Vehicle Deployment | 5 | ***Weightage will be given for CNG/Electrical Vehicles with endorsement of CNG kit on RC (R8)*** |
| 6 | Crane and Mechanized heavy equipment Deployment | 15 | ***Date of manufacturing or running hours or stipulated in laws (R8)*** |

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| | | | |
|---|---|---|---|
| 7 | Training Records | 5 | Training records to be evaluated with evidence and scoring to be done as per availability of records |
| 8 | Certificate Accreditation | 5 | ISO 9001-2.5 Marks<br>ISO 45001- 2.5 Marks<br>ISO14001- 2.5 Marks. Total Max 5 Marks for all Three |
| 9 | Safety Initiative for learnings implemented in accidents in organization and work force (Fatal / Non-Fatal) | 15 | Maximum 15 marks will be awarded for visible evidence in terms of safety initiative deployed based on learning of accident in organization and workforce in case of accident |
| 10 | Rewards and Recognition Process | 5 | Maximum 5 marks will be awarded for R&R process evidence |
| **Total** | | **100** | |
| ***Safety Records (Lag Parameter)*** | | | |
| 1. | Fatal Accident | (-) 10 Marks for each case with max of 15 marks | For any fatality in Tata power /Other company in Current and last three years 10 marks will be deducted with maximum up to 15 marks.<br>For new entrant BA, these marks will be deducted for Past safety records.<br>If and BA found hiding such facts, then contract will be terminated immediately during the execution stage. |
| 2 | LWDC (Non-fatal) | (-) 5 Marks for each case with max of 10 marks | For each LWDC (Non-Fatal) case in Tata power /Other company in Current and last years, 5 marks will be deducted with maximum up to 10 marks.<br>For new entrant BA, these marks will be deducted for past safety records.<br>If and BA found hiding such facts, then contract will be terminated immediately during the execution stage. |

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| | | Minimum Requirement | Weightage (%) | Score Obtained |
|---|---|---|---|---|
| Manpower | **Safety Officer (1 per 500 workers) or as per requirement** | **Qualification** - Safety Officer shall possess recognized degree in any branch of engineering with practical experience in similar industries of Min 2 years and Advance Diploma In Industrial Safety by State technical board. (Each state government prescribes the qualification of safety officer.). Require knowledge of Local language.<br><br>**Experience**- Minimum 2-year experience in relevant field as mentioned in the job in PR. | 5 | |
| | **Safety Supervisor (1 per work site up to max. 50 workers).**<br><br>***(For any specific & specialized work, site safety supervisor will be decided by SCG)(R8)*** | **Qualification-** Supervisor shall possess ITI/ Diploma in relevant field. PDIS is desirable, but not mandatory. Require knowledge of Local language.<br><br>**Experience**- Minimum 5-year experience in relevant field as mentioned in the job in PR.<br><br>**Training** – Trained and certified by Tata power Skill development Institute or equivalent institute in relevant safety procedures.<br><br>**Note:** On request of the Business Associate /Users -TPDSI should vet & certify the skilled & experienced Technician if Technical Qualification is not adequate. | 5 | |
| | **Qualified Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc.)** | **Experience**- Minimum 2-year experience (or experience prescribed by state government) in relevant field as mentioned in the job in PR.<br><br>**Training** – Trained and certified by TPSDI or equivalent institute in relevant safety procedures. | 5 | |
| **Tools & Tackles** | Equipment / Machines/ Tools & Tackles (lifting | The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the Business Associate.<br><br>Evaluation of the list will be carried out based on | 15 | |

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| | | | | |
|---|---|---|---|---|
| | and shifting tools) | 1) Suitability as per the relevant job<br>2) Make and age of the tools from authorized agencies defined by the user.<br>3) Certification by the competent authority of respective state. | | |

**Final Qualifying Criteria**

| S. No. | Description | Max Marks | Criteria for evaluation |
|---|---|---|---|
| 1. | Qualified Bidders | More than 70 marks | Marks Obtained.<br>60 Marks for New business-like Odisha Discom for one year from CSCC implementation date. |

## Appendix 8: CSM F8 - PPE requirements

The Business Associate shall ensure that the following PPE of Approved standards shall be always available and shall be used by his employees with no exception whatsoever. • PPE shall be conforming to BIS/DGMS/DIN specifications, in good condition and shall be comfortable to his employees, when used. This is indicative. For better clarification refer PPE procedure- **TPSMS/GSP/PPE/023.** As per safety terms and condition Appendix 2 CFM 2 in detail.

**PPE Requirement**

| | | |
|---|---|---|
| 1 | All Business Associate 's employees at site | Safety Florescent Jacket (orange color), Safety helmet & safety shoes with composite or steel toe cap |
| 2 | Workers mixing asphalt, cement, lime / concrete | Safety goggle & protective<br>Hand gloves and footwear,<br>Nose mask. |
| 3 | Welders / Grinders/Gas cutters | Welding screen/goggles, safety shoes, leather hand gloves, aprons, leg guard |
| 4 | Stone breaker | Protective goggle, hearing protection, anti-vibration hand gloves and Protective clothing. |
| 5 | Electricians / Linemen | Rubber hand gloves with correct voltage rating and expiry date normally one year from Manufacturing date& Electrical resistant shoes, Safety helmet with induction strip to alert about presence of voltage for those linemen who climb the s or work on electrical equipment |

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| | | |
|---|---|---|
| 6 | Workers working at a height of 1.8 Meter or above. | Double lanyard full body harness, fall arrestor and safety net made of reinforced nylon fiber ropes firmly supported with steel structures, Work positioning attachment |

**PPE Type and Testing Frequency**

| Sl. No. | Name of PPE | IS / EN Standard | Testing Frequency | Remarks |
|---|---|---|---|---|
| 01 | Leather Safety Shoes (Color – Black) with PU toe cap. | IS:15298 (Part-2) | Monthly and visual check every day for any crack or damage in the leather or sole. | |
| 02 | HDPE Safety helmet with chin strap and ratchet type for adjustment for non-Electrical work | IS:2925-1984 | Monthly and visual check every day for any crack in shell. | |
| 03 | Full body harness (Safety belt) | EN 361 | Monthly and visual check every day of the bends and the harness. | |
| 04 | Electrical Safety Gloves | EN: 60903 CE marked | Weekly and visual check for any crack and blow test before every work. | Manufactured not beyond 12 months. |
| 05 | Full face visor with safety helmet | EN: 166 CE marked (Visor) | Monthly and visual check every day for any crack in shell. | Clear acrylic visor attached with safety helmet. |
| 06 | Fireproof jacket for chest protection | | Monthly and visual check every day. | |
| 07 | Safety helmet with induction Strip for linemen and working for electrical work-Class E | EN 397/2012 | Monthly and visual check everyday | Induction Strip alerts presence of voltage |
| 08 | Shorting clamps, crocodile clamps, Discharge Rod and Neon tester | | Monthly and visual check everyday | For discharging the residual voltage and test before touch |

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**Pictorial View of PPEs for reference purpose**

| Sl. No. | Name of PPE | IS / EN Standard | Picture |
|---|---|---|---|
| 01 | Leather Safety Shoes (Color – Black) with PU toe cap. | IS:15298(Part-2) and with test report of electrical resistance. |  |
| 02 | HDPE Safety helmet with chin strap and ratchet type for adjustment for Nonelectrical work and electrical work | IS:2925-1984/ EN 397/2012 |  |
| 03 | Full body harness (Safety belt)<br><br>The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other. | EN 361:2002<br><br>EN 358 : 2000<br><br>IS: 3521:1991/2002 |    |
| 04 | Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual. | EN: 60903 CE marked |  |

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| | | | |
|---|---|---|---|
| 05 | Full face visor with safety helmet | EN: 166 CE marked (Visor) |  |
| 06 | Fireproof jacket for chest protection | | |
| 08 | Reflective jacket to each workman | As per Tata Power standard |  |

**These pictures are indicative. Actual product may vary.**

**Note:**

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of company.
3. Safety Representative of the BA must maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / EN standards.
5. Company may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations.

## <u>Appendix 9: CSM F9 - Site Safety Management Plan / Method Statement</u>

### Site Safety Plan / Method Statement (Template)

This Method Statement describes the specific safe working methods which will be used to carry out the described work. It gives details of work procedure with control measures to counter health and safety issues related to this work. The listed content of this Method Statement can be changed/modified subjected to job scope / specifications, but task specific method statement once finalized & approved, that should not be modified during work execution without permission from the approving authority.

| Project/Job Name | | |
|---|---|---|
| **Scope of work: -** | | |
| Drawing References: - | | |
| Detail of Sub Business Associate s involved: - | | |
| Method Statement Prepared By: -<br>Designation: - (e.g., Site Manager) | Signature | Date |

**1.0 Introduction** (*Describe purpose of the work, give details of type and scope of work being carried out)*

**2.0 Location of Work** ***(****Give site address and precise location on site where work is to be carried out)*

**3.0 Safety Document /Specific Approval Required (**Details of any safety documents or specific approval i.e., Client specific approval required to undertake the work)

**5.0 Role & Responsibilities of Personnel/Parties Involved in activities**: Clearly define roles and responsibilities of all personnel involved in activity i.e., Site management staff including subBusiness Associate s' staff, Project Manager/Site Manager of principal Business Associate , Sub Business Associate Site Manager, Project Engineer, Safety officer, Competent Supervisory Staff etc.)

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**6.0 Working/Activity Description: -** *It is important that all operatives should have clear idea of those operational sequences and responsible supervisor must verify their competency prior to their engagement in operation.*

**6.1 Pre-Working Checks**

**6.2 Resources (Equipment, tools including manpower) Details** *i.e., Equipment and Tools, specific operational equipment, test kits, lifting resources, Details of materials to be used in operation, including any reference to COSHH assessments in case of use of any chemicals, Details of the manpower allocated to the task, e.g., titles, qualifications, competences, direct manpower, Business Associate s. Details of plant, tools, and equipment to be used for the work, including the availability of relevant statutory documents, checks or inspections etc. Details of fencing, barriers, cones, chains, dangers notices, warning signs etc.*

**Tools required for work:**

| Sr.No | Tools /Equipment /Machine | UOM | Required Qty. | Remark |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

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**6.4 Operational Sequence of work**: *- Full description of the work, setting out the methodology in a sequential manner, including any reference to any identified operational restraints. Also refer here sec. 5.0 responsibilities part for every step of work sequence).*

| S. No | Activity | Details of job sequence | Risk Involved | Control Checks |
|---|---|---|---|---|
| **1.** | | | | |
| **2.** | | | | |
| **3** | | | | |
| **4** | | | | |
| 5. | | | | |

**6.7 Final Checks & restoration of work area after completion of work:** *Those checks to be carried out by responsible supervisor in witness of his line hierarchy by use of specific checklist of certain operational checks and once those completed satisfactory, PTW (if applicable) to be closed and isolation arrangements to be restored by removing barricades/cautionary tags.*

| |
|---|
| |

**7.0 Task Specific Hazards: -** *Refer to Task Specific Risk Assessment and attach in appendix*

**Attachment: - Specific Risk Assessment**

**In addition, please provide below control measures in risk assessment** *(as applicable).*

| | |
|---|---|
| **Fall Protection Measures: (Where Work at height cannot be avoided)** | |
| **Control Measures for Electrical Hazards** | |
| **Others Hazard if any (please provide details)** | |

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| **Hazardous Substances to be used in job:** (Attach MSDS if required) | Acute Toxic | Health Hazard | Corrosive | Dangerous For the environment | Oxidising | Highly flammable | Explosives |
|---|---|---|---|---|---|---|---|
| | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N | Y/N |

**8.0Emergency Provisions:** *Relevant operational possibility of a programme in the case of emergency situation i.e. electrical supply restoration. In addition, emergency response provisions i.e., first aiders, firefighting, and first aid arrangements, nearest onsite/offsite emergency response also to be considered during emergency planning.*

**9.0 "5S issues" / Waste Disposal/ Housekeeping and Environmental issues:** *Details waste disposal processes and or housekeeping activities, Details of environmental impacts and control measures.*

| |
|---|
| |

**10.0 Personal Protective Equipment (PPE):** *Tick on PPE requirements for the task/Job*

| | | | |
|---|---|---|---|
| *Safety Helmet / Hard Hats* | | *Safety Shoe / Safety Boots* | |
| *Gum Boot* | | *Double Lanyard Safety Harness with work positioning attachment* | |
| *Electrical Hand gloves* | | *Other hand gloves* | |
| *Eye protection* | | *Respiratory protection* | |
| *Ear Protection* | | *Electrical Arc flash suit* | |
| *Chemical resistant suit* | | *Reflective Jackets* | |
| *Any Other* | | *Any Other* | |

**11.0 First Aid facilities and Nearby Hospitals Details**

- Name of On Site First Aider
- First Aid Box Location
- Location of nearest hospital

**12.0 Occupational Health, Fitness and COVID-19 related Preparedness:**

- Please give a brief write-up / methodology of your organization's plan to avoid impact of the COVID-19 pandemic at Tata Power working site.
- Please give brief details of occupational health and hygiene related interventions planned by your organisation to ensure good health and fitness of workforce at Tata Power site.

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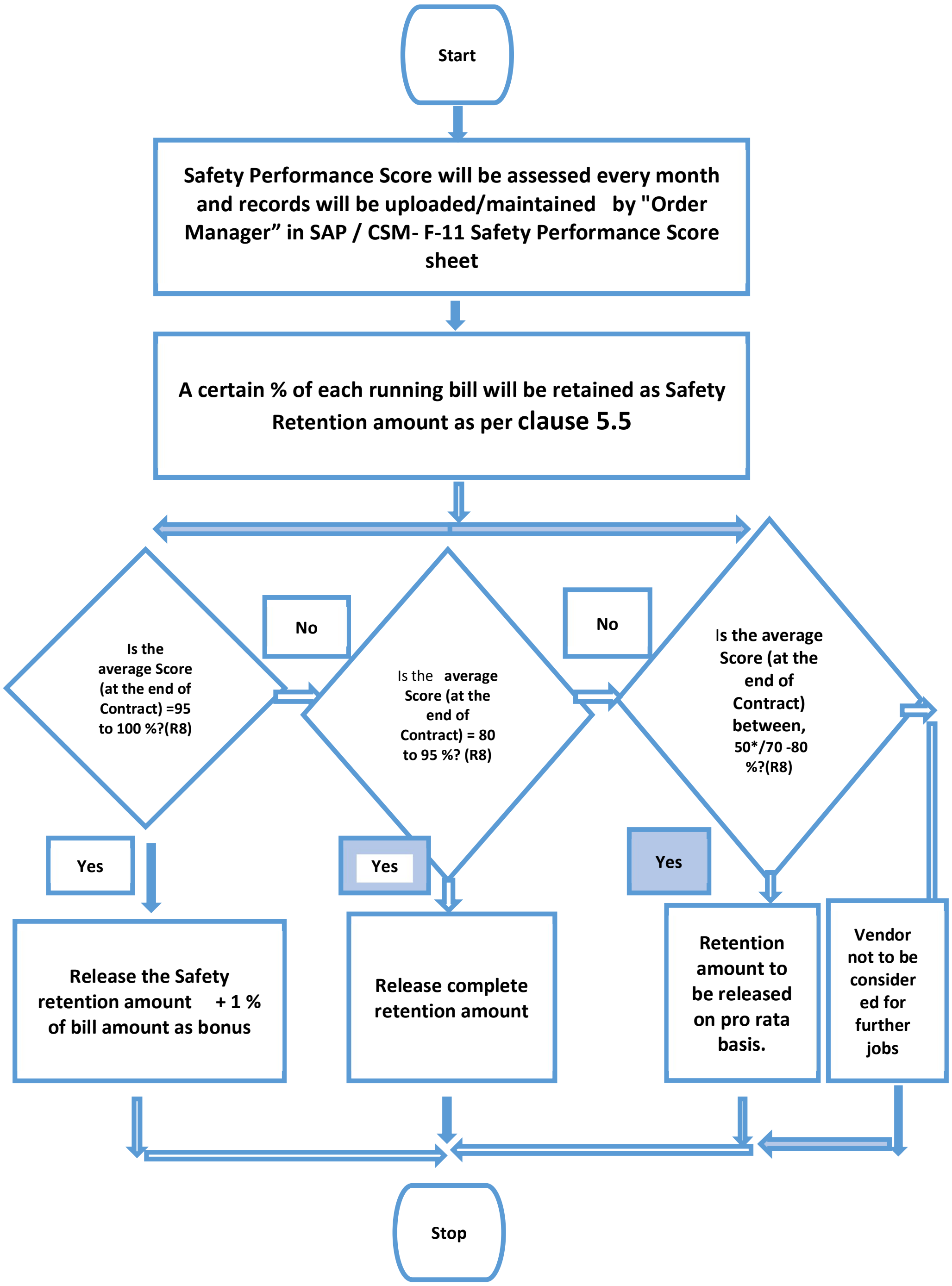
## Appendix 10 – CSM F10 – Process Flow Chart for Safety Performance Evaluation (R8)




* For New Bus disha Discoms

## ***Appendix 11 CSM F11 - Safety Performance Evaluation Criteria (R8)***

**Safety Performance Evaluation Report- CSM F11**

| **BA field safety audit (Safety Performance Evaluation for BA).** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Division** | | **Function** | | | | | |
| **Name of BA** | | **Month** | | | | | |
| **Nature of Work** | | **PO** | | | | | |
| | **A. Lead Indicators** | | **100**<br>**(for star rating score will dividend scale of 2.5)** | | | | |
| | - | UOM | **Target** | | Actual score for the month | | |
| 1 | % of employees certified in Skill development institute/ authorized agency/Card issued. | % Workforce covered | 100 % | 51% to 99% | 50% | <50 % | |
| | **Score** | | **10** | **Pro-rata** | **5** | **0** | |
| 2 | Business Associate Safety Field Audit score | Severity score | 2 to 3 | 3 to 4 | >4 | | |
| | **Score** | | **10** | **5** | **0** | | |
| 3 | Monthly inspection and replacement of damaged Personal Protective equipment -PPE by_BA (Safety shoes, Induction helmet, full body safety harness with work positioning lanyard, rubber insulated gloves, reflective jacket etc.as per Job requirement) | % of total workforce | 100 % | 99% to 50% | <50% | | |
| | **Score** | | **10** | **5** | **0** | | |
| 4 | Monthly inspection and replacement of damaged Critical Equipment, lifting Tools & Tackles and hand tools used at site by BA (Neon Tester, Discharge | % Total T&T | 100 % | 99% to 50% | <50% | | |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | rod, ladders Vehicle, Tools & tackles carried out and defective equipment replaced as required. | | | | | | |
| | **Score** | | **10** | **7** | **0** | | |
| 5 | Unsafe Conditions/Acts (Potential Hazards), near miss(Close calls), minor injury(First aid cases and MTC) cases reported | Observation / Nos of workforce | 0.50 | 0.25 | <0.25 | | |
| | **Score** | | **10** | **7** | **0** | | |
| 6 | Monthly R&R for workforce along with Tata power reparative monthly | % of total workforce | 10% | 5% | 0 | | |
| | **Score** | | **10** | **5** | **0** | | |
| 7 | Nos of workforce covered under program under Jivan Ki Aur/Ghar se Ghar tak/Surkhshit Pariwar ki aur | % of total workforce | 10% | 5%-10% | | | |
| | **Score** | | **10** | **0** | | | |
| 8 | Safe (designated way) Disposal of Waste generated, Records of waste (Hazardous Waste – Oily cotton waste – E-waste etc.) generation. No effluents to drain/discharges to ground | | YES | NO | | | |
| | **Score** | | **10** | **0** | | | |
| 9 | *Daily Tool box talk and Weekly Mass communications covering 100 % workforce and records maintained or not(R8).* | % of total workforce | 100 % | 50-100% | <50% | | |
| | **Score** | | **10** | **5** | **0** | | |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 10 | <u>*Check for housekeeping at site(R8)*</u> | At least 3S. | YES | NO | | | |
| | **Score** | | **10** | **0** | | | |
| | **B. <u>Lag Indicators</u>** | | **50**<br>**(for star rating score will dividend scale of 2.5)** | | | | |
| | | | **Target** | | | | |
| 1 | Number of Fatalities | | 0 | >0 | | | |
| | **Score** | | 30 | 0 | | | |
| 2 | No of LWDC - Reportable | | 0 | >0 | | | |
| | **Score** | | 10 / 20* | 0 | | | |
| 3 | Major Fire | | 0 | >0 | | | |
| | **Score** | | 10 / 0* | 0 | | | |
| | **Total score** | | **150** | | | | 0 |
| | * Odisha | | | | | % | 0 |

## <u>Appendix 12: CSM F12 - Safety Violation Penalty Criteria</u>

### Major Violations and Escalation matrix

| **Consequence of safety violation observed not related to incidents or accidents** | | **Violations** | | | | |
|---|---|---|---|---|---|---|
| **Sl. No.** | **<u>Safety Violation</u>** | **1st** | **<u>2nd</u>** | **<u>3rd</u>** | **<u>4th</u>** | **<u>Subsequent violation</u>** |
| **1** | Working without required PPE such as Helmet/gloves/safety shoes/Safety harness etc. | **A** | **B** | **C** | **D** | Will Attract the same penalty as 4th violation |
| **2** | Working without proper tools and tackles | **A** | **B** | **C** | **D** | |
| **3** | Poor or bad condition of Crane/Hydra/Vehicle and/or Incompetent driver and/or helper). | **B** | **C** | **D** | **E** | Termination of Contract and blacklisting after repetition of violations (3 to 4 times as the case may be) |
| **4** | Improper Working at Height | **B** | **C** | **D** | **E** | |
| **5** | Untrained /unauthorized workman engaged in high-risk jobs | **B** | **C** | **D** | **E** | |
| **6** | Violation of SOP or WI or LOTO | **C** | **D** | **E** | | |
| **7** | Working without PTW or LC / Without authorization / Without creating Safe Zone | **C** | **D** | **E** | | |

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| Legend | Action to be Taken | Responsibility | Penalty (INR) | Repeat Violations |
|---|---|---|---|---|
| A | Levy of Penalty | Order manager / EIC | 5000 | The no. of repeat violations shall be calculated cumulative during the FY and deduction will be done from the monthly bills.(R8)~~the contract period, not on a monthly basis~~ |
| B | Memo to BA and Levy of Penalty | Order manager / EIC | 10000 | |
| C | Memo to BA and Levy of Penalty | Order manager / EIC | 25000 | |
| D | Memo to BA and Levy of Penalty | Order Manager / EIC | 50000 | |
| E | Memo to BA, Levy of Penalty, Termination of Contract, Blacklist | Order Manager / EIC | 100000 | |

**Other Violations and Penalty**

Penalty shall be imposed on the Business Associate's under the following circumstances for breaching the contractual agreements. The list is not exhaustive, but indicative.

| Sl. No. | Description of Violation | Severity | Penalty (INR) |
|---|---|---|---|
| 1. | Unhygienic/Bad condition of PPE | 2 | 500 |
| 2. | Unsafe Act/Condition of Severity 4 | 4 | 4000 |
| 3. | Unsafe Act/Condition of Severity 5 | 5 | 5000 |
| 4. | No Earthling of Electrical equipment | 5 | 5000 |
| 5. | Working without efficient supervision | 4 | 4000 |
| 6. | Non-reporting of incidents | 3 | 3000 |
| 7. | Starting the job without Toolbox Talk | 4 | 4000 |
| 8. | Electric cable tied with metal wire / Use of damaged electrical cable / Use of two core cable | 3 | 3000 |
| 9. | Rubber mat not available in front of electrical panels. | 3 | 3000 |
| 10. | Inserting naked wire into the socket instead of a plug | 5 | 5000 |
| 11 | Inflammable materials stored inside PSS/FCC/Distribution Room | 5 | 5000 |
| 12 | Water accumulation found near electrical panels / equipment | 5 | 5000 |

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| | | | |
|---|---|---|---|
| 13 | Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard | 4 | 4000 |
| 14 | Inadequate illumination of working area | 3 | 3000 |
| 15 | Bringing inside PSS/FCC or any other work area any chemicals without approval. | 5 | 5000 |
| 16 | Loose materials in work area which can fall down or fly during a storm | 5 | 5000 |
| 17 | Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc. | 3 | 3000 |
| 18 | Entering restricted areas like switch yard, hazardous material storage room etc. without authorization | 3 | 3000 |
| 19 | Not using 24 V lamp inside confined spaces | 3 | 3000 |
| 20 | Bypassing/overriding safety interlocks | 5 | 5000 |
| 21 | Working besides road without proper barricading and monitoring of traffic | 5 | 5000 |
| 22 | Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders, PSS, Offices etc.) | 3 | 3000 |
| 23 | Improper stacking of materials in Storage Yard | 4 | 4000 |
| 24 | Sleeping at workplace | 3 | 3000 |
| 25 | First aid box not available / in locked condition | 2 | 2000 |
| 26 | Appointment of sub Business Associate without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager. | 5 | 5% of order value |
| 27 | Bad Housekeeping with respect to ***TPSMS/GSP/GHK/022***<br>• 1st Instant<br>• 2nd instant<br>• 3rd instant<br>• 4th instant<br>• Subsequent instants | 2 | • 1000<br>• 2000<br>• 5000<br>• 10000<br>• 10000 |
| 28 | Violations related to vehicles with respect to ***TPSMS/CSP/RSP/015.***<br>• Parking without wheel choke<br>• Parking in undesignated area<br>• Heavy vehicle without helper or co-driver<br>• Seat belt not available / not used<br>• Driver without license<br>• Heavy vehicles without reverse horn<br>• Using mobile phone while driving<br>• Lights/mirrors not working | 3 | 1000 per each violation |

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| | | | |
|---|---|---|---|
| 28 | Violation in Gas cutting and Gas cylinder handling<br><br>• Cylinder valve without guard<br>• No flashback arrester<br>• Leaky DA/Oxygen hose<br>• Cylinders not kept in secured manner<br>• Cylinder trolley not available<br>• Cylinders are transported by manual rolling | 5 | 2000 per each violation |
| 29 | Violations in Lifting Operations w.r.t. to *TPSMS/CSP/HEMS/005*<br><br>• Hook latch missing<br>• Load raised or swung over people or occupied areas of building<br>• Persons standing within the swing area of the crane<br>• No barricading of crane working area<br>• Use of damaged lifting tools and tackles<br>• Lifting tools and tackles not tested / Test certificate expired<br>• Crane operator without proper license<br>• Angular loading<br>• Lifting / shifting heavy material without guide rope<br>• Using mobile phone during loading and unloading jobs | 5 | 2000 per each violation |
| 30 | Violation in Scaffolding work w.r.t. to TPSMS/CSP/SCAF/007<br><br>• Unstable scaffolding/nonstandard Scaffolding in use<br>• Handrails/mid rails/toe guards missing<br>• Safety harness not anchored on fixed structure<br>• Opening found in working platform | 5 | 2000 per violation |
| 31 | Violation in Excavation Work w.r.t. to TPSMS/CSP/EXS/002<br><br>• Loose material falling into excavated pit<br>• Water logging in excavated pits / trenches<br>• Inadequate or no barricading<br>• Undercut / cave in found on sides of excavated pits | 4 | 2000 per violation |
| 32 | Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed. | 3 | 3000 |
| 34 | Spillage of hazardous material/chemicals during transportation | 4 | 4000 |

***Penalty for Incidents / Accidents***

| Consequence of incident / Accident | Incident / Accident | |
|---|---|---|

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| Sr.No. | Type of Injury | 1st | 2nd | 3rd | 4th | Action Required |
|---|---|---|---|---|---|---|
| 1 | Major Injury (Bone injury or burn or hospitalization >48 hrs.) Non-fatal | F | F | G | G | |
| 2 | Major Injury (Bone injury or burn or hospitalization >48 hrs.) Non-Fatal (Two or more non-Fatal in one event) | G | G | H | | Intolerable |
| 3 | Single fatality in one event | G | H | | | |
| 4 | Multiple fatalities (Two or more fatalities in one event). Anywhere in Tata power. | H | | | | |

| Legend | Action to be taken | Responsibility | Penalty (INR) | |
|---|---|---|---|---|
| F | Memo to BA and Levy of Penalty | Order Manager/Engineer in charge | 200000 | The no. of violations shall be calculated cumulative during FY and deduction will be done just after Consequence of incident / Accident(R8)~~the contract period for all contracts in SBU, not on a monthly basis~~ |
| G | Memo to BA and Levy of Penalty | Order Manager/Engineer in charge | 500000 | |
| H | Memo to BA, Levy of Penalty, Termination of Contract and Blacklisting the BA | Order Manager/Engineer in charge | 1000000 | |

**<u>Appendix 13: Indicative List of High-Risk Jobs (R8)-</u>**

Indicative high-risk jobs are given below. This is not an exhaustive list. This is only indicative.

| Sl. No. | Jobs |
|---|---|
| 1 | Transmission Line Tower Erection on columns, near live lines, In congested areas, In creeks, In the Sea. |
| 2 | Conductor Stringing on Tower Using Tensioner & Puller in the area such as Line Crossing, Near Live lines, Congested Areas, Road Crossing, Bridge Crossing, Railway line Crossing, In creeks, In the Sea |
| 3 | Cable Pulling by Using winch Machine in City and Rural Areas |
| 4 | Hot Washing of HT and Extra HT lines, Towers and switchyards equipment |
| 5 | Maintenance / Testing and Replacement of High Voltage (33 KV etc.) Switchyard equipment |
| 6 | Installation of Lifts |

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| | |
|---|---|
| 7 | Installation of EOT Cranes |
| 8 | Tower Dismantling |
| 9 | Working on H Frame /Pole mounted Transformers |
| 10 | Excavation in operational Area having power cables in receiving station |
| 11 | Identification and spiking of cable / disconnection of cables from poles |
| 12 | Working on Electrical Panels |
| 13 | Working on live electrical switch yard, Material handling and equipment repair/installation. |
| `14 | All activities that require climbing on a pole/structures/Towers/Transformers |
| 15 | Cable laying and termination jobs |
| 16 | Excavation beyond 5 feet near existing building and structures |
| 17 | Working in confined Spaces |
| 18 | Stringing of new conductors over poles |
| 19 | Work at height |
| 20 | Electrical Work |
| 21 | Excavation work >3 ft. |
| 22 | Line breaking - Fuel |
| 23 | |
| 24 | Line breaking - Power |
| 25 | Line breaking - Gas |
| 26 | Hot work - Welding, Brazing , Gas cutting , Grinding and any process which generates heat and Spark |
| 27 | DG Maintenance |
| 28 | Gas line - Cylinder change over |
| 29 | Gas line - Any part replacement, Flushing, working with high pressure (Not applicable for General check or any other Alarm reset etc.) |
| 30 | Chemical drum change over |
| 31 | Effluent handling - Loading to tanker, Pump or any other part replacement |
| 32 | Chemical and Effluent handling - Pump, Valve replacement, and any work which exposes chemical or effluent ( Not applicable for General check or any other Alarm reset etc.) |
| 33 | Working on Robots - General check using check list, alarm reset etc. |
| 34 | Working on Robots - Replacement of Faulty devices, sensors etc. |
| 35 | Working Inside ASRS- General check using check list, alarm reset etc. |
| 36 | Working Inside ASRS - Replacement of Faulty devices, sensors etc. |

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| | |
|---|---|
| 37 | Lifting activity |
| 38 | Working in Elevator / Lift |
| 39 | Canopy work |
| 40 | Panel & equipment Testing. |
| 41 | String Connection & VOC Testing |
| 42 | Commissioning activities. |
| 43 | Transformer Testing. |
| 44 | HIPO Test. |
| 45 | Battery Bank Installation & testing. |

## Appendix 14: Sub-vendor Engagement Request Form (R8)

(This form is to be used by Prime / Main Vendor's organisation in their letter head)

## Form

Ref No………………………… Date: …………………

The Chief Procurement Officer / Chief Commercial (Division……….) Tata Power
Location:

Sub: Approval Request for Engagement of Sub-vendor against Work Order No…………………………dated ……………… [High risk job/Medium risk job/Low risk job]

Through: Representative of user department (Signature)-

Dear Sir,

This is to bring to your kind attention that Tata Power/……………..has placed a Work Order on us: No: …………………………… date:………………for execution of the following job ……………………………………………………………………………………………………………

We seek your approval for the engagement of Sub-vendor/ Vendors (registered as per BASCC) for execution of the job as detailed below.
Tick option A or B as applicable:

A) M/s ……………………………………………………… Vendor code (3-Star qualified) will be deployed as
B) Sub-vendor for executing the job under their own supervision.

M/s ……………………

……………………………….Vendor code will be deployed as Sub-vendor under Prime / Main Vendor supervision (Star-rating is not mandatory).

We hereby declare that we shall be solely responsible for compliance of all the terms and conditions of the said order as well as with various statutory provisions as applicable for the execution of the job through the said sub-vendor to be engaged by us.

Thanking you

Yours sincerely
(Prime Vendor with office seal)

Name of the prime vendor's representative:…………………. Designation……………………. Vendor

Name:………………………… Vendor Code:……………………….

---

For Official Use only

Approval Granted/ Not Granted:
Order Manager/Contract Administrator -

STERLING GREEN POWER SOLUTIONS PVT. LTD ★ BHUBANESWAR ★

# ANNEXURE – XI

# Ariba Manual for supplier/service provider

# SUPPLIER MANUAL ANSWERING
# TO
# E-BIDDING

| | |
|---|---|
| | **Version 1.2** |
| Company Confidential | DEC - 2020 |

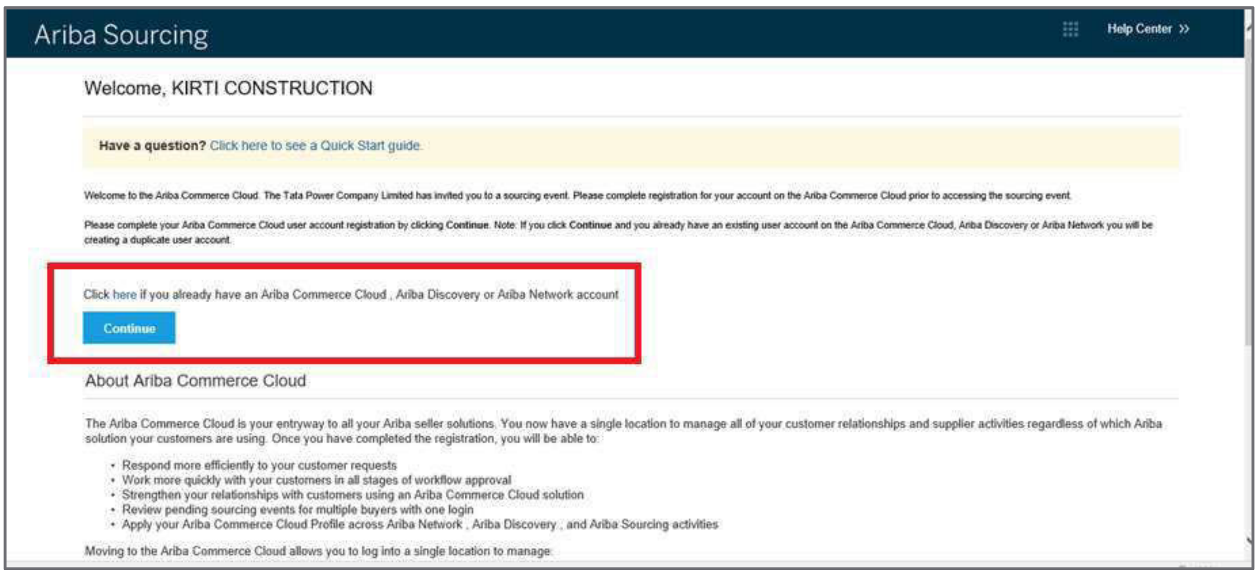
# INDEX

## 1- Accessing Ariba Sourcing

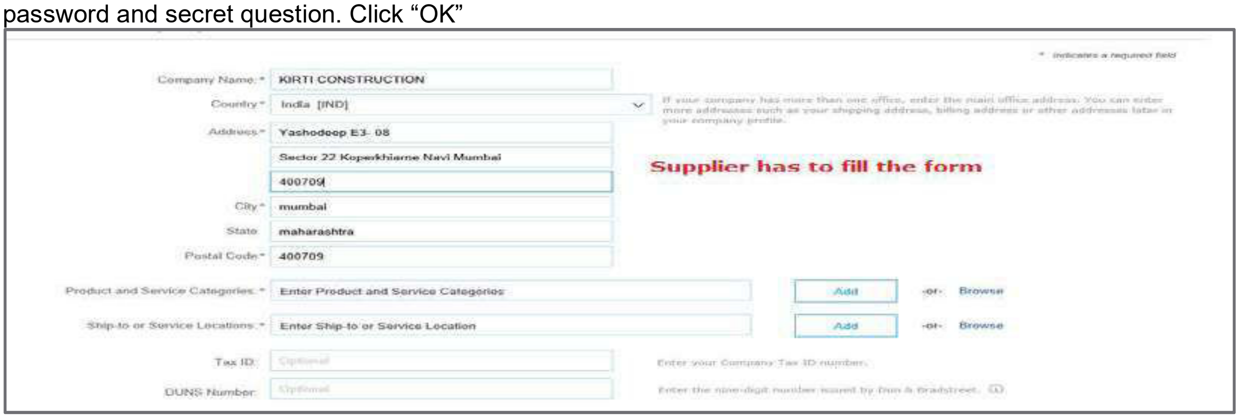
**Step 1:** You will get an invitation to your email from Ariba System. Keep this email, it contains your login Information and a direct link to Ariba.

**Step 2:** Click "Click Here" to access the Ariba Web Site.

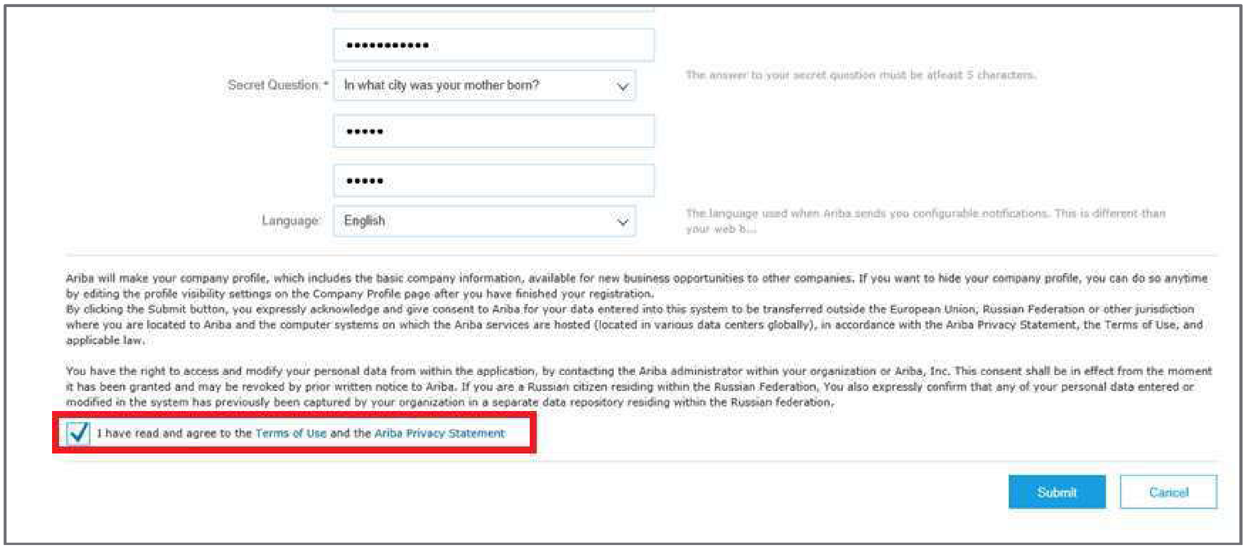

**Step 3:** Supplier has to click on "Continue"




**Step 4:** The registration process only takes a few moments, with a simple one-page registration Define your password and secret question. Click "OK"



**Step 5:** If it’s the first time you are invited to use UPM Ariba, you’ll need to accept the “Participant Terms”. Select “I accept the terms of this agreement”. Click “Submit”.

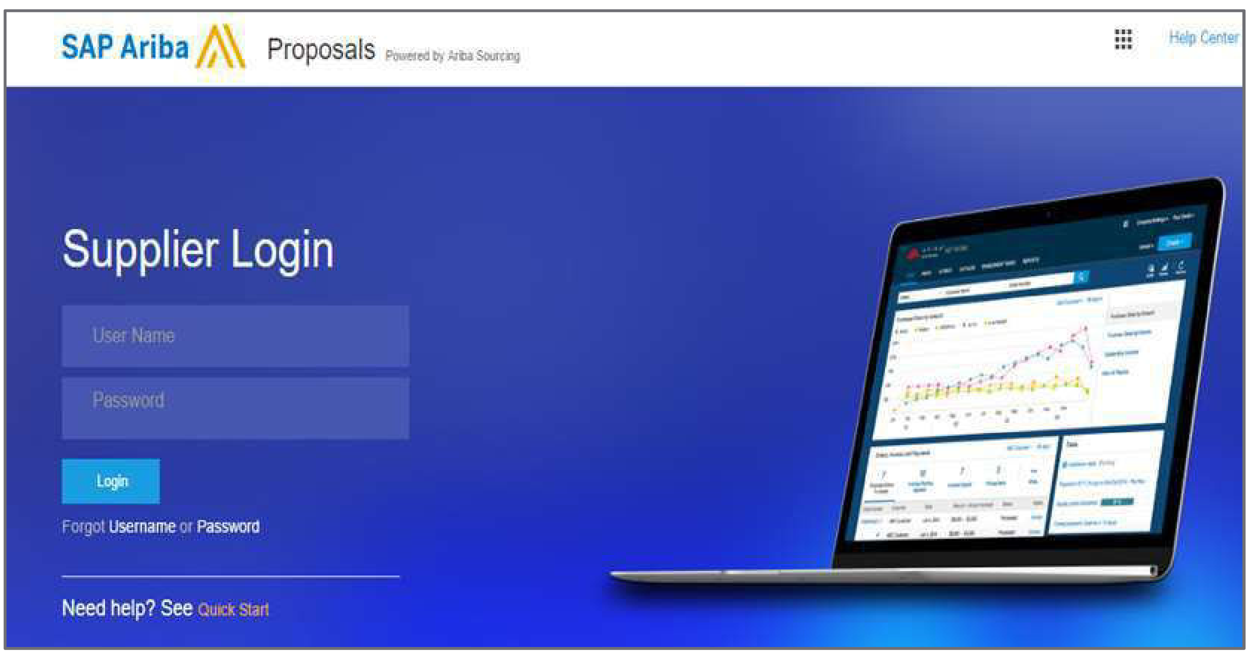



## 2 Vendor Screen - Submitting Your Answers / Proposal

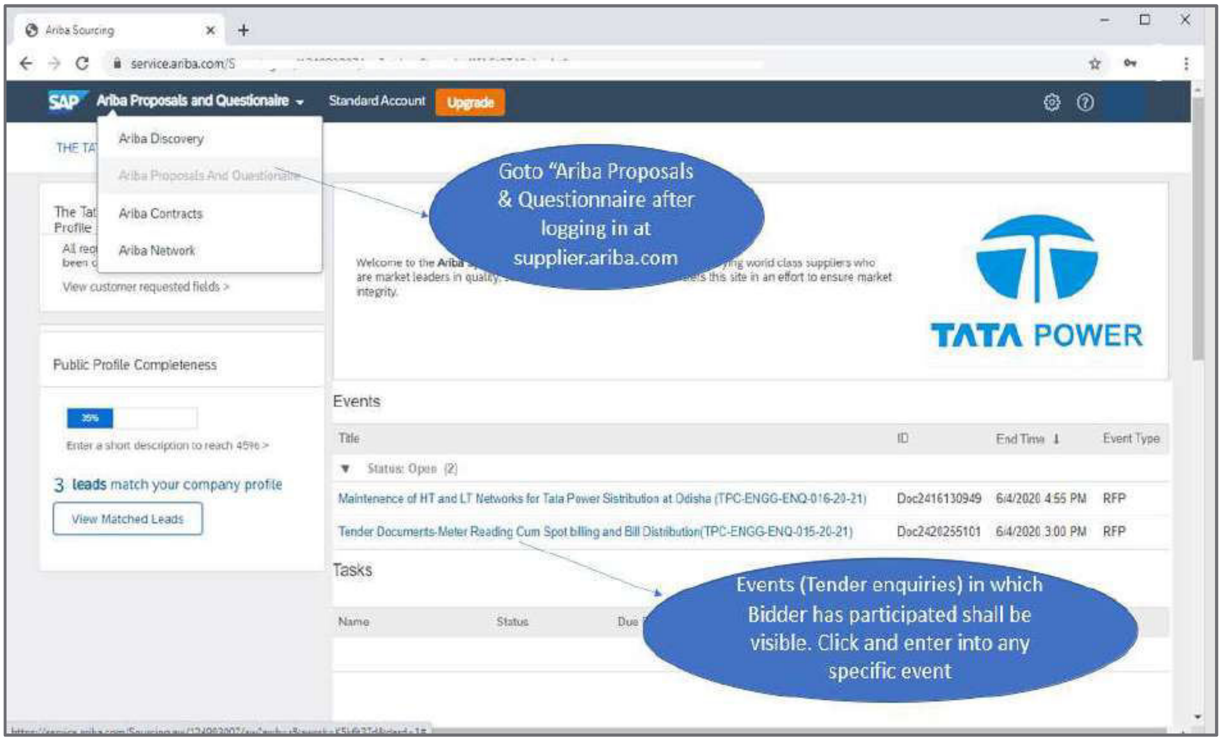
2.1.1 If vendor goes through mail invitation then directly Screen 3.1.1 will appear, but if If you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the **Login** button to continue. Log in with your Ariba username and password in order to participate in the event OR you have to follow the following steps.

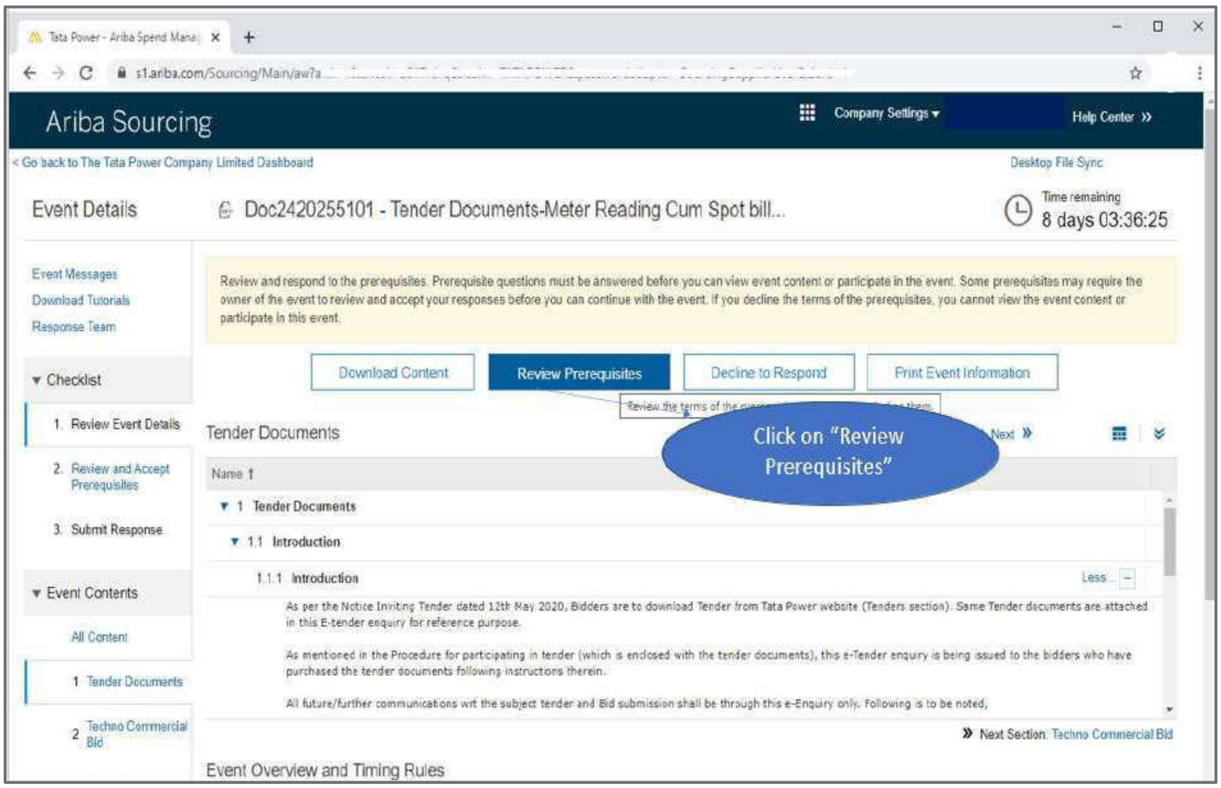
Step 1 - Log on **supplier.ariba.com**

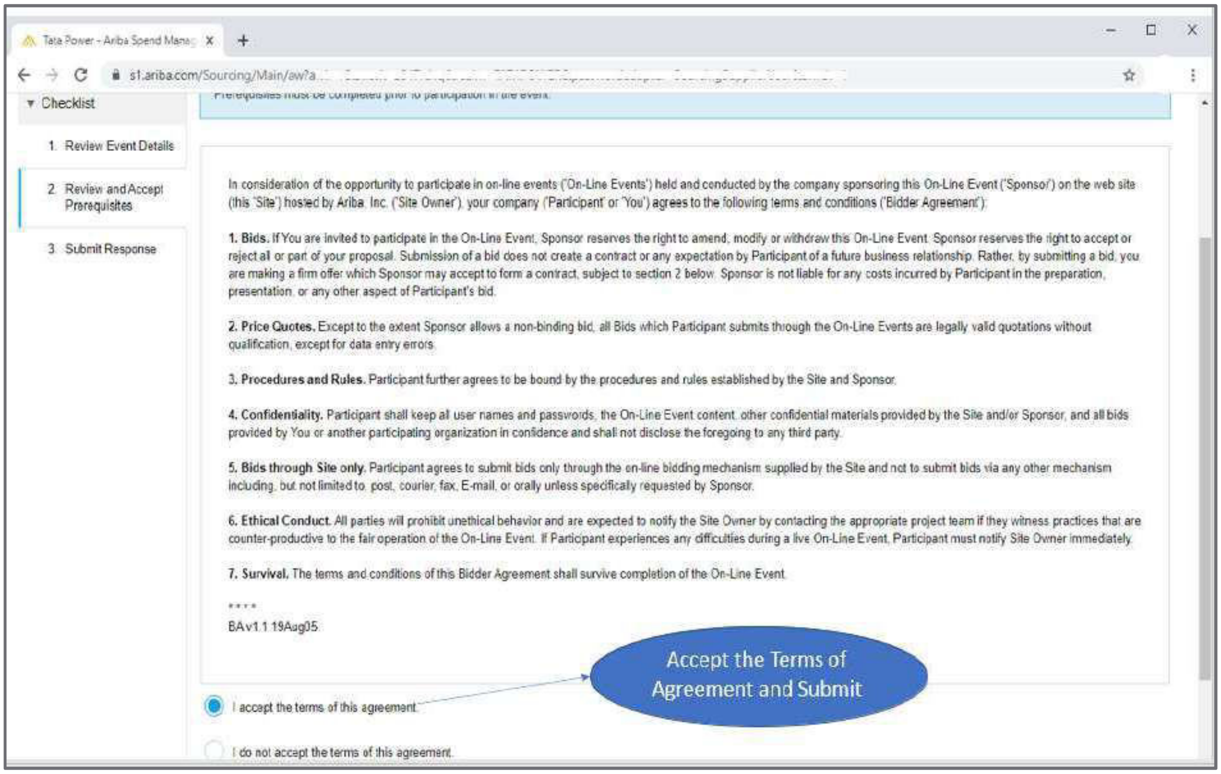
Step 2 - Put your USER ID and Password in following screen

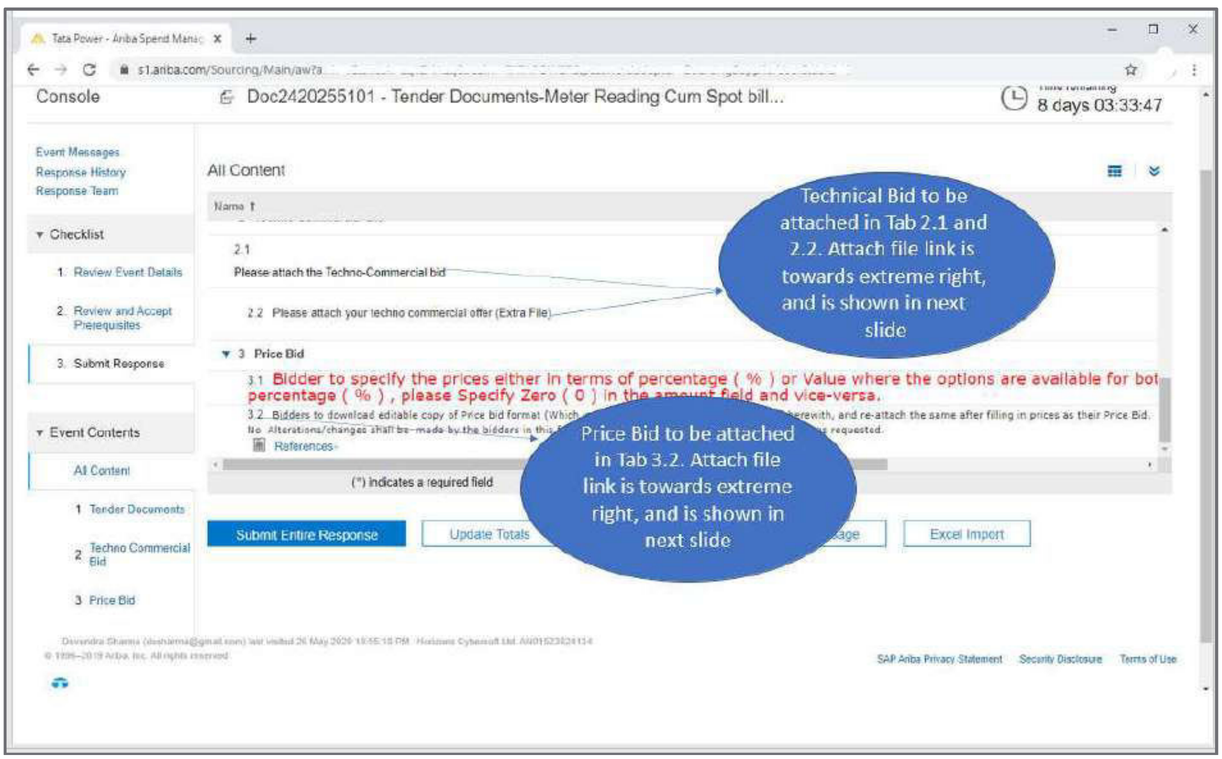


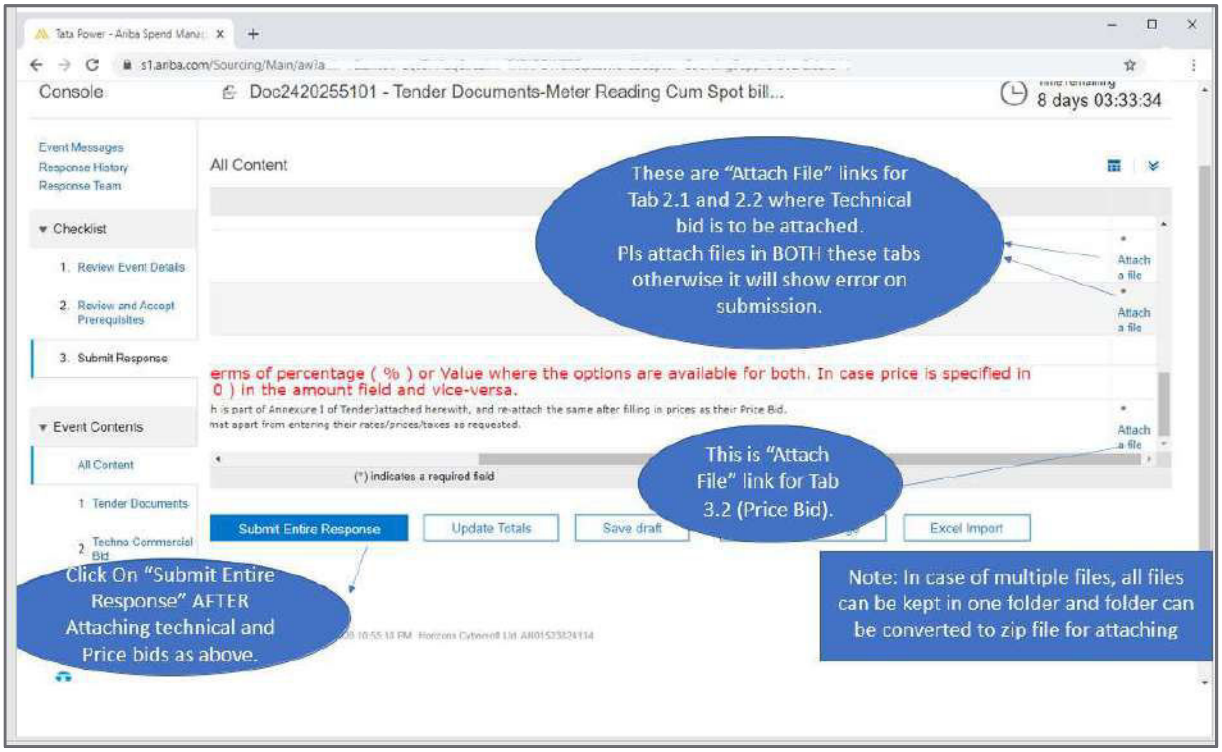
Step 3 - Go to “Ariba Proposals & Questionnaire”.



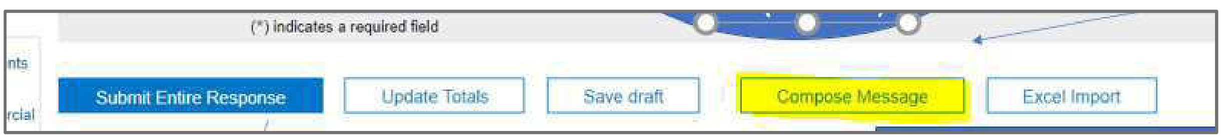

Tata Power - Ariba Spend Manag
s1.ariba.com/Sourcing/Main/aw?a...
Checklist
1. Review Event Details
2. Review and Accept Prerequisites
3. Submit Response
Prerequisites must be completed prior to participation in the event.
In consideration of the opportunity to participate in on-line events ('On-Line Events') held and conducted by the company sponsoring this On-Line Event ('Sponsor') on the web site (this 'Site') hosted by Ariba, Inc. ('Site Owner'), your company ('Participant' or 'You') agrees to the following terms and conditions ('Bidder Agreement'):
1. Bids. If You are invited to participate in the On-Line Event, Sponsor reserves the right to amend, modify or withdraw this On-Line Event. Sponsor reserves the right to accept or reject all or part of your proposal. Submission of a bid does not create a contract or any expectation by Participant of a future business relationship. Rather, by submitting a bid, you are making a firm offer which Sponsor may accept to form a contract, subject to section 2 below. Sponsor is not liable for any costs incurred by Participant in the preparation, presentation, or any other aspect of Participant's bid.
2. Price Quotes. Except to the extent Sponsor allows a non-binding bid, all Bids which Participant submits through the On-Line Events are legally valid quotations without qualification, except for data entry errors.
3. Procedures and Rules. Participant further agrees to be bound by the procedures and rules established by the Site and Sponsor.
4. Confidentiality. Participant shall keep all user names and passwords, the On-Line Event content, other confidential materials provided by the Site and/or Sponsor, and all bids provided by You or another participating organization in confidence and shall not disclose the foregoing to any third party.
5. Bids through Site only. Participant agrees to submit bids only through the on-line bidding mechanism supplied by the Site and not to submit bids via any other mechanism including, but not limited to, post, courier, fax, E-mail, or orally unless specifically requested by Sponsor.
6. Ethical Conduct. All parties will prohibit unethical behavior and are expected to notify the Site Owner by contacting the appropriate project team if they witness practices that are counter-productive to the fair operation of the On-Line Event. If Participant experiences any difficulties during a live On-Line Event, Participant must notify Site Owner immediately.
7. Survival. The terms and conditions of this Bidder Agreement shall survive completion of the On-Line Event.
****
BAv1.1 19Aug05
Accept the Terms of Agreement and Submit
I accept the terms of this agreement.
I do not accept the terms of this agreement.


Tata Power - Ariba Spend Manag
s1.ariba.com/Sourcing/Main/aw?a...
Console
Doc2420255101 - Tender Documents-Meter Reading Cum Spot bill...
8 days 03:33:47
Event Messages
Response History
Response Team
Checklist
1. Review Event Details
2. Review and Accept Prerequisites
3. Submit Response
Event Contents
All Content
1 Tender Documents
2 Techno Commercial Bid
3 Price Bid
All Content
Name ↑
2.1
Please attach the Techno-Commercial bid
2.2 Please attach your techno commercial offer (Extra File)
Technical Bid to be attached in Tab 2.1 and 2.2. Attach file link is towards extreme right, and is shown in next slide
3 Price Bid
3.1 Bidder to specify the prices either in terms of percentage ( % ) or Value where the options are available for bot percentage ( % ) , please Specify Zero ( 0 ) in the amount field and vice-versa.
3.2 Bidders to download editable copy of Price bid format (Which
herewith, and re-attach the same after filling in prices as their Price Bid.
References
Price Bid to be attached in Tab 3.2. Attach file link is towards extreme right, and is shown in next slide
(*) indicates a required field
Submit Entire Response
Update Totals
Excel Import
SAP Ariba Privacy Statement
Security Disclosure
Terms of Use

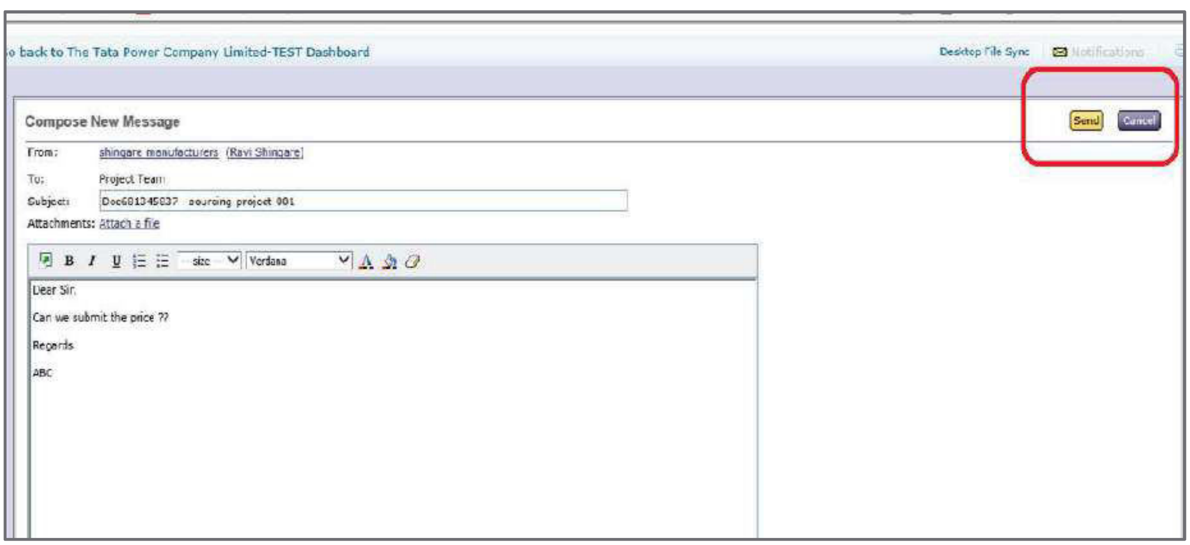



## 3 Communicating with Tata Power Buyer during e- bidding

**Step 1**: Click "Compose Message".




**Step 2:** Compose Your Message and click "Send".



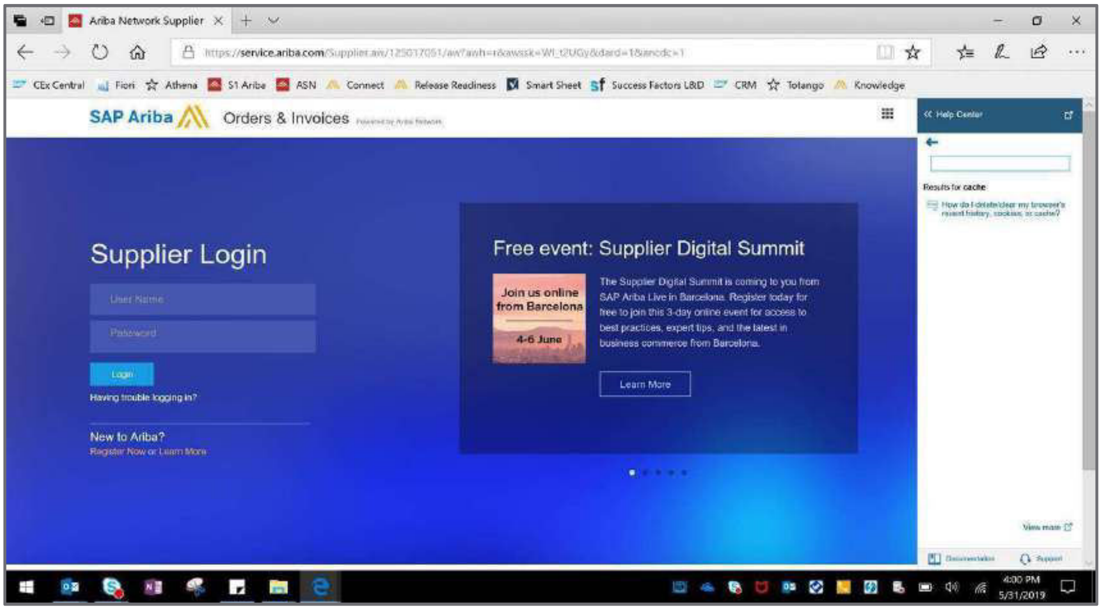
## ARIBA TRAINING VIDEOS

Participating in a RFI or RFP on Ariba Network - https://www.youtube.com/watch?v=9_XXUaVyI7o

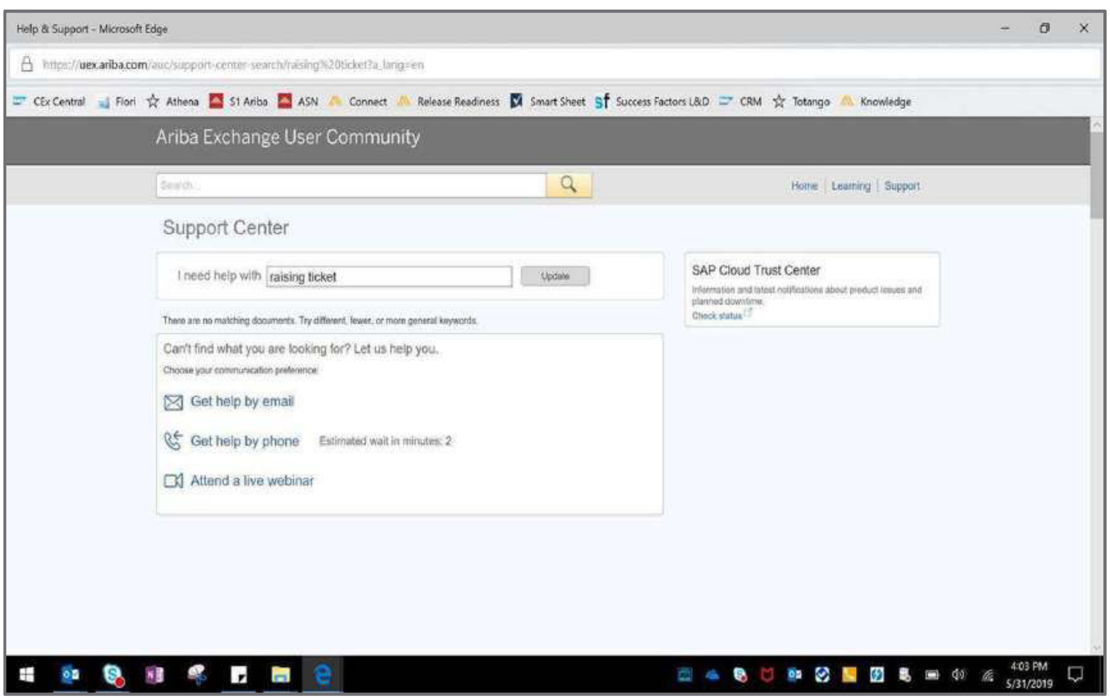
## Support from Ariba - Supplier can raise the Ticket for "Support"

Here are the steps that Suppliers can follow for raising a ticket or requesting a call back from Support team. They can do so without logging in – pls follow the brief instructions given below.

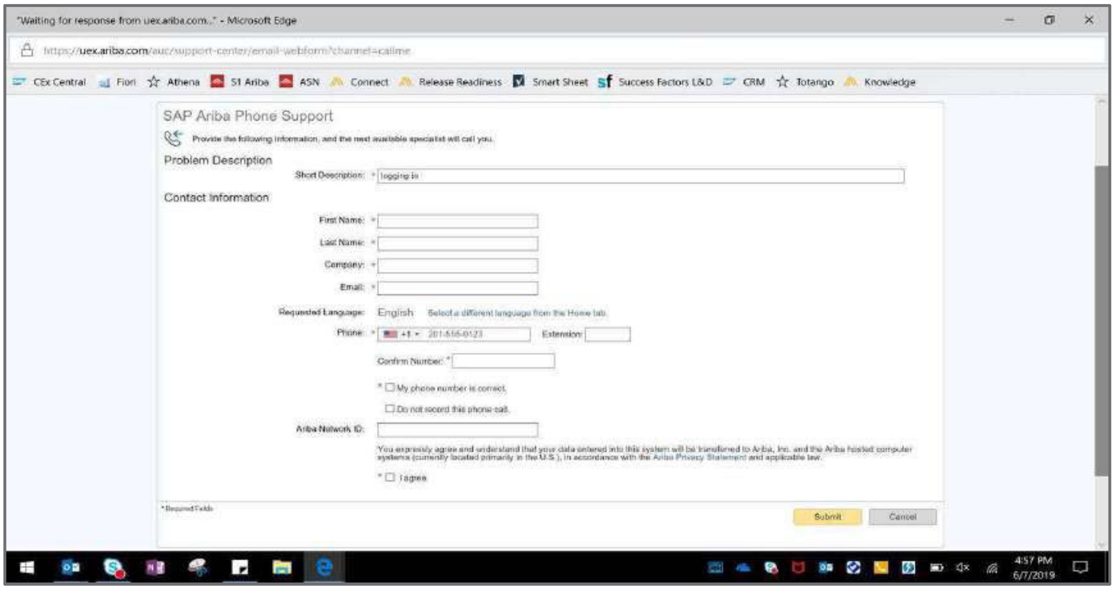
1. Go to login page>Choose "Support" on the bottom right corner




2. Add query and press "Start" – After that, following screen will pop up where you can choose either Get Help by Email or Get Help by Phone.



3. Choose phone and add following basic details and you will get call back




If not by phone, they can ask for a response/support by email.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

## SUPPLIER FREQUENTLY ASKED QUESTIONS

- **If I registered on my buyer's Ariba Sourcing site in the past, do I need to register again?**

**Answer- Yes**. Although you have registered on your buyer's Ariba Sourcing site in the past, registering on the Ariba Commerce Cloud is required. The registration process only takes a few moments, with a simple one-page registration. Registering on the Ariba Commerce Cloud gives you access to all your buyer relationships with one username and password.

- **What is the Ariba Commerce Cloud?**

**Answer: -** The Ariba Commerce Cloud is your entry point to all of your seller solutions. Rather than managing log in information for multiple buyers' sites, you will have one log in and one account. This means fewer passwords to remember, easier user maintenance for your company, and a unified profile for your organization.

- **Do I need to add Product and Service Categories during registration?**

**Answer:-Yes**; this is a required field. Product and Service Categories classify what your company sells, and the system uses this information to match potential business opportunities with your products and services.

Click **Add Product and Service Categories** to select one or more categories from the list of options. During registration, you only need to choose one category, preferably related to the event you are joining. You can add, refine, or remove categories any time after the registration process.

- **Do I need to add ship-to or service locations during registration?**

**Answer: - Yes**; this is a required field. Ship-to or Service locations inform buyers where your company sells its products or provides its services, and the system uses this information to match potential business opportunities with your products and services.

Click **Add Ship-to or Service Locations** to select one or more sales territories from a list. You can add, refine, or remove ship-to or service locations any time after the registration process.

Additional Information: - D-U-N-S is a registered trademark of Dun & Bradstreet or its subsidiaries in the United States and other countries.

- **What is the difference between the Email and Username fields in my profile?**

**Answer: -** The Email field represents the email address where you wish to receive email notifications. The Username field is the identifier that you use to access your account. The Username field must be in email format, but you do not have to use a valid email address.

**Note:** Leave the **This is my username** box checked if you want your email address to be the same as your username.

- **How do I participate in my buyer's event using an email invitation?**

**Answer: -** Use the **Click here** link in the email notification to access the sourcing event.

While buyers might customize the email content you receive, all email invitations contain a link to access the event.

Depending on your previous experience with Ariba solutions, do one of the following to access the event after you click the link:

- If you are new user, click **Continue** on the welcome page. You continue to register an Ariba account to link with your buyer and participate in the event.
- If you have used Ariba before and have already accessed an event for the buyer-specific account with your current log in ID, click the **Login** button to continue. Log in with your Ariba username and password in order to participate in the event.
- If you already have an existing Ariba Network, Ariba Discovery, or Ariba Sourcing supplier account, but you have not accessed any events for the inviting buyer's site, use the **Click here if you already have an Ariba Commerce Cloud, Ariba Discovery or Ariba Network account** link. After clicking the link, log in with your existing account to move your information to your buyer's site.

Additional Information:- Registering an Ariba account provides you with a consolidated view of all your customer relationships. With this one profile, you can view business opportunities, participate in sourcing events, participate in contract negotiations, and manage orders, catalogs, and invoices.

- **Why doesn't the link in the email invitation to participate in a sourcing event work?**

**Answer:-**If you cannot click the link, or the link does not open the log in page, highlight and copy the Uniform Resource Locator (URL), and then paste the URL into your web browser.

- **Can my company have multiple accounts?**

**Answer:-**Your Company can have multiple Ariba accounts, depending on your business needs. For example, if your company has several locations around the world, you might want a separate account for each region.

Most companies choose to have one account with multiple customer relationships, which provides a centralized location to maintain their company profile information and all of their customer relationships.

- **How do I complete registration if my username already exists?**

**Answer: -** This message means that you already have an Ariba Network, Ariba Discovery, or Ariba Sourcing supplier account registered under username you entered. You can either register ua new account by creating a new username, or access one of the following sites to request a password reset for the registered username:

- Ariba Network (This login page is used for all Ariba Network, Ariba Sourcing, or Ariba Contracts suppliers).
- Ariba Discovery login page

To reset your password, click the **Having trouble logging in?** Link on the Login page.

- **Nothing happens when I click Forgot Username and enter my email address**

**Issue: -** Nothing happens when I click the **Forgot Username** link and enter my email address.

**Cause: -** After you submit your request to retrieve your username, the Ariba Network sends an email notification with usernames that match the email address you submitted.

Some possible reasons why you may not receive this username retrieval email notification:

- The email address on your account does not match the email address you entered when submitting the request.
- Your buyer-specific account was deactivated before you could move it to the Ariba Commerce Cloud. Generally, that means you probably have not participated in an event with that buyer for a while.

**Solution: -**

- To ensure you receive this email notification:
- Make sure you type the email address configured within your account.

If your buyer-specific account has been deactivated, contact your buyer to determine how to proceed.

- **Where is my password reset email?**

**Answer: -** After you submit your request for a password reset, Ariba sends instructions to the email address associated with your account. If you didn't receive a password reset email, check the following scenarios to troubleshoot.

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The username you entered is in the wrong format, or it isn't associated with the email address you are checking.

- Keep in mind, your username is in the format of a full email address, but it can be associated with any email address you entered previously.
- Your username is also case-sensitive.
- To confirm that you are using the correct username and format, return to the Ariba login page, and click the **Having trouble logging in?** link (**Forgot Username** if you're working in Ariba Discovery).
    - Choose **I forgot my username**, and click **Continue**.
    - Enter the email address associated with your account, and click **Submit**.

- You will receive an email that lists the exact format of the username associated with the email you entered.

---

You entered the correct username, but you still didn't receive the password reset email notification.

- This can occur if the configured email address is different from the account you are checking.
- You might have multiple accounts for your company, so make sure you are attempting to access the correct account.

Your email configuration or company's security settings might also prevent you from receiving the password reset email. To find out, check your junk mail folder or email filter settings to verify that automated emails from Ariba are not blocked from your email account.

- **Why do I get this message on the SAP Ariba Login page: "The username and password pair you entered was not found"?**

Answer: - You entered an incorrect **Username** or **Password**. You might receive this message if you entered a previous **Username** or **Password**. Remember that your **Username** has the format of an email address, and both the **Username** and **Password** are case sensitive.

Click the **Having trouble logging in?** Link on the Login page if you don't remember your log in information.

# Vendor Evaluation Score Card

Performance Evaluation of Business Associate will be done in two parts as mentioned below:

1. Pre-Order Evaluation (Weightage 15%)

Pre-Order Evaluation contains following parameters:

a. Responsiveness

b. Quality of Bids

c. Price & competitiveness

2. Post-order Evaluation (Weightage 85%)

Post-Order Evaluation contains following parameters:

A) Service Orders:

a. Service Level Agreement

b. Safety Adherence

c. Statutory Compliances

B) Supply Orders:

a. Liquidity Damages

b. Quality of Deliverables

Vendor Categories:

a) Category A: >80

b) Category B: 60–80

c) Category C: 30–60

d) Category D: <30