

**TPCODL**

TP Central Odisha Distribution Limited

**TPNODL**

TP Northern Odisha Distribution Limited

**TPSODL**

TP Southern Odisha Distribution Limited

**TPWODL**

TP Western Odisha Distribution Limited

**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL / CCG / 25-26 / 1000008711

**Open Tender Notification****For****Two Year Rate Contract for SITC of Jointing KIT at  
TPNODL, TPCODL, TPWODL & TPSODL.****Tender Enquiry No.: TPCODL/CCG/25-26/1000008711,  
Due Date for Bid Submission: 30/April/2026 [17:00 Hrs.]****Centralized Contracts Group  
Tata Power Odisha DISCOMs  
1<sup>st</sup> Floor, Anuj Building, Plot No. 29, Satya Nagar,  
Bhubaneswar – 751007****TPCODL TPNODL TPSODL TPWODL  
(TATA Power and Odisha Government Joint Venture)**

**TPCODL**

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**TPWODL**

TP Western Odisha Distribution Limited

**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL / CCG / 25-26 / 1000008711

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****Centralized Contracts Group (CCG)**

The Centralized Contracts Group (CCG) is a shared service group of four Tata Power Odisha Distribution Companies (DISCOMs) - TPCODL, TPNODL, TPSODL & TPWODL. CCG is responsible for carrying out tendering activities to cater to the purchasing needs of all four DISCOMs.

**1.0 Event Information**

Bids are invited in Two Bid system from interested Bidders to establish a Rate Contract as below:

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee inclusive of GST (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL / CCG / 25-26 / 1000008711	Two Years Rate Contract for SITC of Jointing KITs.	5.00 Lac	5,000	15/Apr/2026 17:00 Hrs

\* EMD exempted for MSMEs registered in the State of Odisha.

\*\* Tender fee – Rs. 1,000/- including GST. for MSMEs registered in the State of Odisha (Ref. Odisha MSME Preferential Norms^ for details on Odisha MSME support)

**1.1 Scope of work**

Bids are invited from interested Bidders to award Rate Contract (RC) for SITC of Cable jointing Kit.

Detailed scope as stipulated elsewhere in this tender document.

Sr. No.	Item Description	U o M	TPCODL	TPSODL	TPNO DL	TP WO DL	Total
1	ST.TH.1.1KV XLPE 4X95 HS	EA	50				50
2	I/D 1.1 kV XLPE 4X95 HS	EA	40				40
3	O/D 1.1 KV XLPE 4X95 HS	EA	40				40
4	ST.TH.1.1KV XLPE 4X150 HS	EA	50				50
5	O/D 1.1 KV XLPE 4X150 HS	EA	40				40
6	I/D 1.1 KV XLPE 4X150 HS	EA	40				40
7	ST.TH.1.1KV XLPE 4X240 HS	EA	100				100
8	O/D 1.1 KV XLPE 4X240 HS	EA	80				80
9	I/D 1.1 kV XLPE 4X240 HS	EA	60				60

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10	ST.TH.1.1KV XLPE 4X400 HS	EA	60				60
11	I/D 1.1 kV XLPE 4X400 HS	EA	40				40
12	O/D 1.1KV XLPE 4X400 HS	EA	40				40
13	ST.TH. JOINT 1.1KV 3.5CX240-4CX240 SQMM HS	EA	120				120
14	O/D TERM 1.1KV 3.5CX240 SQMM HS	EA	100				100
15	I/D TERM 1.1KV 3.5CX240 SQMM HS	EA	80				80
16	ST.TH JOINT 11kv HT ABC 1CX55 SQMM HS	EA	300				300
17	O/D TERM 11kv HT ABC 1CX55 SQMM HS	EA	150				150
18	ST.TH JOINT 11kv HT ABC 1CX95 SQMM HS	EA	150				150
19	O/D TERM 11kv HT ABC 1CX95 SQMM HS	EA	100				100
20	ST.TH JOINT 11kv HT ABC 1CX150 SQMM HS	EA	150				150
21	O/D TERM 11kv HT ABC 1CX150 SQMM HS	EA	100				100
22	JT. KIT ST.TH. 11kv 3CX50 SQMM HS	EA	80				80
23	I/D TERM 11kv 3CX50 SQMM HS	EA	40				40
24	O/D TERM 11kv 3CX50 SQMM HS	EA	60	10	5	100	175
25	JT.KIT O/D 11 KV XLPE 3 x 300 SQMM.	EA	80	100	65	120	365
26	JT. KIT ST.TH.11KV XLPE 3X300 HS.	EA	60	10	15	120	205
27	JT.KIT O/D TERMI 11 KV XLPE 3x150 SQMM.	EA			15	10	25
28	JT.KIT I/D TERMI 11 KV XLPE 3x150 SQMM.	EA			5	10	15
29	JT.KIT ST THRU 11 KV XLPE 3 x 150 SQMM.	EA			15	10	25
30	JT.KIT O/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	80	74	26	10	190
31	JT.KIT I/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	60	34	5	6	105

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32	JT. KIT ST.TH. 11KV 3CX95SQMM HS.	EA	100	10	10	6	126
33	JT.KIT O/D TERM 11 KV XLPE 3x120 SQMM.	EA	200		20	10	230
34	JT.KIT I/D TERM 11 KV XLPE 3 x 120 SQMM.	EA	100		5	6	111
35	JT.KIT ST.THUR. 11KV XLPE 3 x 120 SQMM.	EA	240		15	6	261
36	JT.KIT O/D 11KV CORE-1 XLPE 1x 400SQMM.	EA	80		15	10	105
37	JT. KIT ST.TH.11KV XLPE 1X400 HS.	EA	80		10	10	100
38	JT. KIT I/D 11KV XLPE 1X400 HS.	EA	80		5	10	95
39	JT. KIT I/D 11KV XLPE 3CX400 HS.	EA	150	73	5	10	237.6
40	JT. KIT O/D 11KV XLPE 3CX400 HS.	EA	200	100	120	20	440
41	JT. KIT ST.TH.11KV XLPE 3CX400 HS.	EA	300	100	60	20	480
42	JT.KIT ST.TH11KV XLPE 3X300 TO 3X150 HS.	EA				6	6
43	JT. KIT I/D 11KV XLPE 1CX630 HS.	EA	100	16	2	10	127.6
44	JT. KIT ST.TH. 11KV XLPE 1X630 HS.	EA	80	16	5	10	110.6
45	OUTDOOR TERMINATION KIT 11KV 1CX630SQMM.	EA	100		5	10	115
46	JT KIT 11KV ST TH 1Cx300 SQMM XLPE	EA			10	10	20
47	JT. KIT O/D 11KV XLPE 1X400 HS	EA				10	10
48	JT. KIT I/D 11KV XLPE 1X300 HS	EA			5	6	11
49	JT. KIT O/D 11KV XLPE 1X300 HS	EA			15	6	21
50	JT.KIT ST.TH.11KV XLPE 3X300 TO 3X150 HS	EA				6	6
51	JT KIT 11KV O/D TERM HS 3CX35 SQMM XLPE	EA			15	6	21

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52	JT KIT 11KV ST TH3X35 HS XLPE	EA			10	6	16	
53	JT KIT 11KV ST TH TERM HS 3CX185 SQMM XLPE	EA	80		25	10	115	
54	JT KIT 11KV I/D TERM 3CX185 SQMM	EA	40	10	10	10	70	
55	JT KIT 11KV O/D TERM 3CX185 SQMM	EA	60	10		20	90	
56	JT. KIT O/D 11KV XLPE 1X1000 HS	EA	80	10		10	100	
57	JT. KIT I/D 11KV XLPE 1X1000 HS	EA	80	10		10	100	
58	JT. KIT ST TH 11KV XLPE 1X1000 HS	EA	80				80	
59	JT.KIT ST.TH11KV XLPE 3X240/300/400 HS.	EA				10	10	
60	Heat shrinkable jointing kit for 3Cx300 mm <sup>2</sup> 11KV XLPE Cable(Touchproof indoor type)	EA		10			10	
61	Heat shrinkable jointing kit for 3Cx400 mm <sup>2</sup> 11KV XLPE Cable(Touchproof indoor type)	EA		100			100	
<b>1.1 kV XLPE ARM Cable Jointing Services</b>								0
1	ST.TH.1.1KV XLPE 4X95 HS	EA	60				60	
2	I/D 1.1 kV XLPE 4X95 HS	EA	40				40	
3	O/D 1.1 KV XLPE 4X95 HS	EA	40				40	
4	ST.TH.1.1KV XLPE 4X150 HS	EA	60				60	
5	O/D 1.1 KV XLPE 4X150 HS	EA	40				40	
6	I/D 1.1 KV XLPE 4X150 HS	EA	40				40	
7	ST.TH.1.1KV XLPE 4X240 HS	EA	100				100	
8	O/D 1.1 KV XLPE 4X240 HS	EA	80				80	
9	I/D 1.1 kV XLPE 4X240 HS	EA	60				60	
10	ST.TH.1.1KV XLPE 4X400 HS	EA	60				60	

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11	I/D 1.1 kV XLPE 4X400 HS	EA	40				40
12	O/D 1.1KV XLPE 4X400 HS	EA	40				40
13	ST.TH. JOINT 1.1KV 3.5CX240-4CX240 SQMM HS	EA	200				200
14	O/D TERM 1.1KV 3.5CX240 SQMM HS	EA	140				140
15	I/D TERM 1.1KV 3.5CX240 SQMM HS	EA	140				140
16	1.1kV TERMINATION DIGGING	EA	80				80
17	1.1kV SINGLE STRAIGHT THROUGH DIGGING	EA	100				100
18	1.1kV TWO STRAIGHT THROUGH DIGGING	EA	120				120
19	1.1kV CABLE LAY IN EXCESS OF 05 M IN OPEN	M	800				800
20	PREVENTIVE REPAIR OF 1.1kV CABLE/JOINT	EA	60				60
	<b>ITC cost (11 KV)</b>						0
1	ST.TH JOINT 11kV HT ABC 1CX55 SQMM HS	EA	300				300
2	O/D TERM 11kV HT ABC 1CX55 SQMM HS	EA	150				150
3	ST.TH JOINT 11kV HT ABC 1CX95 SQMM HS	EA	150				150
4	O/D TERM 11kV HT ABC 1CX95 SQMM HS	EA	100				100
5	ST.TH JOINT 11kV HT ABC 1CX150 SQMM HS	EA	150				150
6	O/D TERM 11kV HT ABC 1CX150 SQMM HS	EA	100				100
7	JT. KIT ST.TH. 11kV 3CX50 SQMM HS	EA	80				80
8	I/D TERM 11kV 3CX50 SQMM HS	EA	40				40
9	O/D TERM 11kV 3CX50 SQMM HS	EA	60				60
10	JT.KIT I/D 11 KV XLPE 3 x 300 SQ.MM.	EA	40		5	100	145
11	JT.KIT O/D 11 KV XLPE 3 x 300 SQMM.	EA	60		65	120	245

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12	JT. KIT ST.TH.11KV XLPE 3X300 HS.	EA	50		15	120	185
13	JT.KIT O/D TERMI 11 KV XLPE 3x150 SQMM.	EA			15	10	25
14	JT.KIT I/D TERMI 11 KV XLPE 3x150 SQMM.	EA			5	10	15
15	JT.KIT ST THRU 11 KV XLPE 3 x 150 SQMM.	EA			15	10	25
16	JT.KIT O/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	80		26	10	116
17	JT.KIT I/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	40		5	6	51
18	JT. KIT ST.TH. 11KV 3CX95SQMM HS.	EA	60		10	6	76
19	JT.KIT O/D TERM 11 KV XLPE 3x120 SQMM.	EA	120		20	10	150
20	JT.KIT I/D TERM 11 KV XLPE 3 x 120 SQMM.	EA	80		5	6	91
21	JT.KIT ST.THURU. 11KV XLPE 3 x 120 SQMM.	EA	200		15	6	221
22	JT.KIT O/D 11KV CORE-1 XLPE 1x 400SQMM.	EA	80		15	10	105
23	JT. KIT ST.TH.11KV XLPE 1X400 HS.	EA	80		10	10	100
24	JT. KIT I/D 11KV XLPE 1X400 HS.	EA	80		5	10	95
25	JT. KIT I/D 11KV XLPE 3CX400 HS.	EA	140		5	10	155
26	JT. KIT O/D 11KV XLPE 3CX400 HS.	EA	160		120	20	300
27	JT. KIT ST.TH.11KV XLPE 3CX400 HS.	EA	300		60	20	380
28	JT.KIT ST.TH11KV XLPE 3X300 TO 3X150 HS.	EA				6	6
29	JT. KIT I/D 11KV XLPE 1CX630 HS.	EA	80		2	10	92
30	JT. KIT ST.TH. 11KV XLPE 1X630 HS.	EA	80		5	10	95
31	OUTDOOR TERMINATION KIT 11KV 1CX630SQMM.	EA	80		5	10	95
32	JT. KIT ST.TH. 11KV 3CX95SQMM HS.	EA				10	10
33	JT KIT 11KV ST TH 1Cx300 SQMM XLPE	EA			10	10	20

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34	JT. KIT O/D 11KV XLPE 1X400 HS	EA				10	10
35	JT. KIT I/D 11KV XLPE 1X300 HS	EA			5	6	11
36	JT. KIT O/D 11KV XLPE 1X300 HS	EA			15	6	21
37	JT.KIT ST.TH.11KV XLPE 3X300 TO 3X150 HS	EA				6	6
38	JT KIT 11KV O/D TERM HS 3CX35 SQMM XLPE	EA			15	6	21
39	JT KIT 11KV ST TH3X35 HS XLPE	EA			10	6	16
40	JT KIT 11KV O/D TERM HS 3CX185 SQMM XLPE	EA			25	10	35
41	JT KIT 11KV I/D TERM 3CX185 SQMM	EA	40		10	10	60
42	JT KIT 11KV O/D TERM 3CX185 SQMM ST.TH	EA	60			20	80
43	JT KIT 11KV O/D TERM 1CX185 SQMM	EA	60			10	70
44	JT KIT 11KV I/D TERM 1CX185 SQMM	EA				10	10
45	JT. KIT O/D 11KV XLPE 1X1000 HS	EA	50			10	60
46	JT. KIT I/D 11KV XLPE 1X1000 HS	EA	50			10	60
47	JT. KIT ST TH 11KV XLPE 1X1000 HS	EA	40				40
48	JT.KIT ST.TH11KV XLPE 3X240/300/400 HS.	EA				10	10
	<b>Repair Cost (11 kV)</b>						0
1	TERMINATION with digging	EA	100		153	5	258
2	SINGLE STRAIGHT THROUGH through digging	EA	150		58	5	212. 5
3	TWO STRAIGHT THROUGH through digging	EA	200		50	5	255

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4	CABLE LAYING IN EXCESS OF 8 METREIN OPEN	M	300		30	500	830
5	CABLE LAYING IN EXCESS OF 8 METRE(CLOSED)	M	300		30	500	830
6	Preventive repair of 11kv Cable/joint	EA	100		30	5	135
	<b>Supply -33KV</b>						
1	JT KIT 33KV XLPE 3 X185 SQ MM Indoor	EA	30		5	10	45
2	JT KIT 33KV XLPE 3 X 185 SQ MM Outdoor	EA	80		20	6	106
3	JT KIT 33KV XLPE ST TH 3 X 185 SQ MM. ST.TH	EA	50		10	6	66
4	ST. TH. JT. FOR 33KV XLPE 1X400 SQMM.	EA	500		10	10	520
5	JT. KIT O/D 33KV XLPE 1X400 HS.	EA	240		10	10	260
6	JT. KIT I/D 33KV XLPE 1X400 HS.	EA	140		5	6	151
7	JT.KIT I/D 33 KV CORE-1 XLPE 1x300 SQMM.	EA			5	6	11
8	JT.KIT O/D 33KV CORE-1 XLPE 1x300 SQMM.	EA			10	6	16
9	JT.KIT ST.THURJ. 33KV XLPE 1X300 HS.	EA			10	6	16
10	JT. KIT O/D 33KV XLPE 3X300 HS.	EA	100		65	6	171
11	JT. KIT I/D 33KV XLPE 3X300 HS.	EA	30		5	6	41
12	JT. KIT ST.TH.33KV XLPE 3X 300 HS.	EA	50		10	6	66
13	JT. KIT ST.TH.33KV XLPE 3X 400 HS.	EA	350		30	100	480
14	JT. KIT O/D 33KV XLPE 3X400 HS.	EA	240		120	120	480
15	JT. KIT I/D 33 KV XLPE 3X400 HS.	EA	40		5	80	125

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16	JT. KIT ST.TH. 33KV 1CX630 SQMM XLPE HS.	EA	240		5	30	275
17	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE I/D.	EA	120		5	30	155
18	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE O/D.	EA	200		5	50	255
19	TERM.KIT 33KV XLPE 3CX95 SQMM O/D HS.	SET	40		10	10	60
20	TERM.KIT 33KV XLPE 3CX95 SQMM I/D HS.	SET	20		3	6	29
21	JT KIT ST.THURU 33KV XLPE 3CX95 SQMM HS.	SET	40		5	6	51
22	JT. KIT I/D 33KV XLPE 3C 70 HS	EA				6	6
23	JT. KIT O/D 33KV XLPE 3C 70 HS	EA				6	6
24	JT. KIT O/D 33KV XLPE 3C 70 HS ST THR	EA				6	6
25	JT. KIT I/D 33KV XLPE 3C 50 HS	EA	40			6	46
26	JT. KIT O/D 33KV XLPE 3C 50 HS	EA	60			6	66
27	JT. KIT O/D 33KV XLPE 3C 50 HS ST THR	EA	40			6	46
28	JT. KIT I/D 33KV XLPE 3C 240 HS	EA				6	6
29	JT. KIT O/D 33KV XLPE 3C 240 HS	EA				6	6
30	JT. KIT 33KV XLPE 3C 240 HS ST THR	EA				6	6
31	JT. KIT I/D 33KV XLPE 3C 35 HS	EA				6	6
32	JT. KIT O/D 33KV XLPE 3C 35 HS	EA				6	6
33	JT KIT 33KV ST TH 1CX300 SQMM XLPE	EA				6	6
34	JT KIT 33KV O/D TERM 1CX1000 HS XLPE	EA				6	6
35	JT KIT 33KV ST.TH 1CX1000 HS XLPE	EA				6	6
36	JT KIT 33KV O/D 1CX240 HS XLPE	EA				6	6
37	JT KIT 33KV O/D 3CX50 HS XLPE	EA				6	6

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38	JT KIT 33KV O/D TERM 3CX185 SQMM	EA	80			6	86
39	33KV 1C 240 SQMM O/D TERM	EA				6	6
40	JT KIT 33KV O/D TERM 3CX50 SQMM XLPE	EA				6	6
41	33KV 3C 120 SQMM O/D TERM	EA				6	6
42	33KV 3C 120 SQMM ST TH	EA				6	6
43	I/D TERM. KIT 33KV3CX400SQMM TOUCH PROF.	EA	60		10	10	80
44	I/D TERM. KIT 33KV1CX400SQMM TOUCH PROF.	EA	100			10	110
45	I/D TERM KIT 33KV 1CX630 SQMM TOUCH PROF	EA	100			10	110
46	I/D TERM KIT 33KV 3CX95 SQMM TOUCH PROF	EA	40		5	10	55
47	JT. KIT TRM.AIS I/D 33KV XLPE 3X400 RSTI	EA				10	10
48	JT. KIT I/D Scd 33 KV XLPE 1CX630HS	EA				10	10
49	JT KIT 33KV I/D TERM 3CX630 SQMM XLPE	EA				10	10
	<b>ITC cost (33 kV)</b>						0
1	JT KIT 33KV XLPE ST TH 3 X185 SQ MM Indoor	EA	40		5	10	55
2	JT KIT 33KV XLPE ST TH 3 X 185 SQ MM Outdoor	EA	60		20	6	86
3	JT KIT 33KV XLPE ST TH 3 X 185 SQ MM. ST.TH	EA	60	10	10	6	86
4	ST. TH. JT. FOR 33KV XLPE 1X400 SQMM.	EA	500		10	10	520
5	JT. KIT O/D 33KV XLPE 1X400 HS.	EA	200		10	10	220
6	JT. KIT I/D 33KV XLPE 1X400 HS.	EA	150		5	6	161
7	JT.KIT I/D 33 KV CORE-1 XLPE 1x300 SQMM.	EA			5	6	11
8	JT.KIT O/D 33KV CORE-1 XLPE 1x300 SQMM.	EA			10	6	16
9	JT.KIT ST.THUR. 33KV XLPE 1X300 HS.	EA			10	6	16

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10	JT. KIT O/D 33KV XLPE 3X300 HS.	EA	80		65	6	151
11	JT. KIT I/D 33KV XLPE 3X300 HS.	EA	40		5	6	51
12	JT. KIT ST.TH.33KV XLPE 3X 300 HS.	EA	40		10	6	56
13	JT. KIT ST.TH.33KV XLPE 3X 400 HS.	EA	350		30	100	480
14	JT. KIT O/D 33KV XLPE 3X400 HS.	EA	240		120	120	480
15	JT. KIT I/D 33 KV XLPE 3X400 HS.	EA	30		5	80	115
16	JT. KIT ST.TH. 33KV 1CX630 SQMM XLPE HS.	EA	300		5	30	335
17	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE I/D.	EA	150		5	30	185
18	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE O/D.	EA	200		5	50	255
19	TERM.KIT 33KV XLPE 3CX95 SQMM O/D HS.	SET	80		10	10	100
20	TERM.KIT 33KV XLPE 3CX95 SQMM I/D HS.	SET	60		3	6	69
21	JT KIT ST.THURU 33KV XLPE 3CX95 SQMM HS.	SET	60		5	6	71
22	JT. KIT I/D 33KV XLPE 3C 70 HS	EA				6	6
23	JT. KIT O/D 33KV XLPE 3C 70 HS	EA				6	6
24	JT. KIT O/D 33KV XLPE 3C 70 HS ST THR	EA				6	6
25	JT. KIT I/D 33KV XLPE 3C 50 HS	EA	40			6	46
26	JT. KIT O/D 33KV XLPE 3C 50 HS	EA	60	10		6	76
27	JT. KIT O/D 33KV XLPE 3C 50 HS ST THR	EA	40			6	46
28	JT. KIT I/D 33KV XLPE 3C 240 HS	EA				6	6
29	JT. KIT O/D 33KV XLPE 3C 240 HS	EA				6	6
30	JT. KIT 33KV XLPE 3C 240 HS ST THR	EA				6	6
31	JT. KIT I/D 33KV XLPE 3C 35 HS	EA				6	6

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32	JT. KIT O/D 33KV XLPE 3C 35 HS	EA				6	6
33	JT KIT 33KV ST TH 1CX300 SQMM XLPE	EA				6	6
34	JT KIT 33KV O/D TERM 1CX1000 HS XLPE	EA				6	6
35	JT KIT 33KV ST.TH 1CX1000 HS XLPE	EA				6	6
36	JT KIT 33KV O/D 1CX240 HS XLPE	EA				6	6
37	JT KIT 33KV O/D 3CX50 HS XLPE	EA				6	6
38	JT KIT 33KV O/D TERM 3CX185 SQMM	EA				6	6
39	33KV 1C 240 SQMM O/D TERM	EA				6	6
40	JT KIT 33KV O/D TERM 3CX50 SQMM XLPE	EA				6	6
41	33KV 3C 120 SQMM O/D TERM	EA				6	6
42	33KV 3C 120 SQMM ST TH	EA				6	6
43	33KV 3C 95 SQMM O/D TERM	EA				6	6
44	I/D TERM. KIT 33KV3CX400SQMM TOUCH PROF.	EA	80	10	10	10	110
45	I/D TERM. KIT 33KV1CX400SQMM TOUCH PROF.	EA	120			10	130
46	I/D TERM KIT 33KV 1CX630 SQMM TOUCH PROF	EA	120			10	130
47	I/D TERM KIT 33KV 3CX95 SQMM TOUCH PROF	EA	40			10	50
48	JT. KIT TRM.AIS I/D 33KV XLPE 3X400 RSTI	EA		100		10	110
49	JT. KIT I/D Scd 33 KV XLPE 1CX630HS	EA				10	10
50	JT KIT 33KV I/D TERM 3CX630 SQMM XLPE	EA				10	10
	<b>Repair cost (33 kV)</b>						0
1	<b>33 kV termination digging</b>		120		110	5	235
2	SINGLE STRAIGHT THROUGH digging	EA	250		25	5	280

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3	TWO STRAIGHT THROUGH through digging	EA	250		25	500	775
4	CABLE LAYING IN EXCESS OF 10 MTR IN OPEN	M	400		30	500	930
5	CABLE LAYING IN EXCESS OF 10METRE(CLOSED)	M	400		30	500	930
6	Preventive repair of 33kv Cable/joint	EA	150		30	5	185
	<b>Additional Cable Repair Services</b>						0
1	Use of Excavator ( JCB )	Hours	200		50	20	270
2	Provision of 7.5Ton crane service	TRP	240		50	20	310
3	Use of Poclairn Excavator	Day	10		50	500	560
4	Asphalt Breaking	M3	200		30	500	730
5	Laying PCC M20 for road repair	M3	200		30	500	730
6	Laying of HDPE from size 110mm to 200mm	M	2000		20	5	2025
7	Supply & installation of cable/joint protective covering slab	EA	3000		20	20	3040
8	Supply & Installation of cable/joint route marker	EA	2000		30	500	2530
9	Transport through Tempo upto 70 KM	EA	300		30	5	335
10	Transport through Tempo per KM beyond 40 KM	KM	700		50	5	755
11	Supply & Lay Fine Grade Sand Work in joint pit	M3	100		30	500	630
12	Supply & Inst Brick in Joint KIT	EA	800		30	5	835
13	Providing unskilled labor	D	500		30	5	535
14	Vermin proofing of RMU & CSS cable compartment	EA	2000		30	5	2035

^Note:

**Odisha MSME Preferential Norms**

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

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- **Earnest Money Deposit (EMD) Exemption:** 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.
- **Qualification Requirement Relaxation:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- **Past Experience Relaxation:** instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.
- **Reservation for MSME :** TP DISCOM shall procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
- **Performance Bank Guarantee (PBG) Relaxation:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

**1.2 Availability of Tender Documents**

The bidder can get primary information about the tender from the Newspaper advertisement. Tender documents can be downloaded from TP Odisha DISCOMs' websites: -

[www.tpcentralodisha.com](http://www.tpcentralodisha.com), [www.tpnodl.com](http://www.tpnodl.com), [www.tpwesternodisha.com](http://www.tpwesternodisha.com), [www.tpsouthernodisha.com](http://www.tpsouthernodisha.com)

Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit / NEFT / RTGS in the following bank account.

**Account Name: TP Central Odisha Distribution Limited**  
**Bank Name: State Bank of India,**  
**IDCO Towers, Bhubaneswar**  
**Bank Account No. : 10835304915**  
**IFSC Code : SBIN0007891**

**To receive online bidding link,** eligible and Interested bidder shall send an email to Package Owner (Ref. Clause 4.0 for details) attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intent to bid against above tender in following format:

Sr No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. of authorized person	

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vi)	E-mail Id to which online ARIBA link to be sent	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date) (Ref sec 1.2)	
viii)	GST No. of bidder	
ix)	MSME Certificate (if applicable)	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to <rajib.bhattacharya@tpwesternodisha.com> with copy to HOD-CCG < Umesh.Bhardwaj7@tpcentralodisha.com > before last date and time for payment of tender participation fee (Clause 1.3).

On receipt of the above letter, after due verification, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system. Bids shall be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission shall not be accepted. **(Ref. Annexure XII for detailed instructions on bid submission in ARIBA)**

**1.3 Calendar of Events**

(a)	Date of sale/ availability of tender documents from Website	10-04-2026
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	15-04-2026, 17:00 Hours
(c)	Date & Time of Pre-Bid Meeting (If any)	NA
(d)	Due Date of receipt of pre-bid queries by e-mail, if any	18-04-2026, 17:00 Hours
(e)	Due Date of Posting Consolidated replies to all the pre-bid queries as received	22-04-2026, 18:00 Hours
(f)	Due date and time of receipt of Bids	30-04-2026, 17:00 Hours
(g)	Date & Time of opening technical bids	30-04-2026, 17:30 Hours
(h)	Date & Time of opening of Price of qualified bids	To be notified to the successful bidders

**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 TP Discom'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.

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Sr No	Parameter	Owner Requirement	Documents to be submitted by Bidder
A	Technical Pre-Qualification Requirements		
1	Technical Experience / Performance	<p>1) The bidder should either be an OEM for tendered equipment's or an authorized channel partner of OEM. In case of authorized channel partner Authorization Letter along with MAF from OEM to be submitted in this regard. <b>Warranty &amp; service</b> responsibility is backed by OEM in case of any defects &amp; trouble shooting. The bidder should meet the requirements as set out in the technical specification. In the case of OEM, the bidder must submit a self-undertaking in this regard and for channel partners undertaking on OEM's letter head must be submitted.</p> <p>2) The <b>bidder / OEM (either or)</b> should have its own manufacturing facility to manufacture cable joints of the same or higher voltage level. Self-undertaking to be submitted in this regard. TP Odisha Discom reserves the right to inspect the said manufacturing facility as proof of compliance to this parameter.</p> <p>3) The <b>bidder / OEM (either or)</b> should have its own manufacturing facility to manufacture cable joints of the same or higher voltage level. Self-undertaking to be submitted in this regard. TP Odisha Discom reserves the right to inspect the said manufacturing facility as proof of compliance to this parameter.</p> <p>4) The <b>bidder / OEM (either or)</b> should have performance certificates for 2 years of satisfactory performance from at least 2 reputed companies (Any PSU, Govt Utility sectors or power sectors in India) for similar or higher voltage rating of similar works. The work against these issued certificates should be completed in the last seven years from the date of bid submission. In case the bidder has a previous association with TPCODL for similar products and services, the performance feedback for that bidder by TPC's User Group shall only be considered irrespective of performance</p>	<p>Factory License Certificate / MoA mentioning nature of Business.</p> <p>1) The performance certificate and contact details of the client need to be submitted</p> <p>2) PO copies must be submitted.</p>

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		<p>certificates issued by any third organization. Copy of performance certificates to be submitted in this regard.</p> <p>5) The <b>bidder / OEM (either or)</b> should have executed 100% of the tender quantity or a single order for 50% of tender quantity or 2 orders each for 30% tender quantity or 3 orders each for 25% tender quantity during last 3 years. Order copies /completion certificates to be submitted. The company should have their own service engineer and jointers on their role for giving demonstrations / training incase required on a short notice.</p> <p>6) <b>Bidder / OEM (either or)</b> should have the In-house testing facilities for acceptance test as per technical specifications enclosed with this tender document. Self-undertaking to be submitted in this regard. TPC reserves the right to inspect the said manufacturing facility as proof of compliance to this parameter.</p> <p>7) <b>For pt no (3) to (5) in case of channel partners, bidder can bid through the credentials of OEMs.</b> If channel partner will be eligible for awarding RC, still then acceptance test will be carried out at OEM testing facility only to ascertain the quality.</p>	
B	Financial Pre-Qualification Requirements		
1	Commercial Capability	<p>a) The average annual turnover of the OEM / bidder shall be a minimum of Rs. 50.0 Crs for last three financial years. (FY 22-23, FY 23-24 &amp; FY 24-25) Copy of audited Balance Sheet and P&amp;L Account to be submitted in this regard. (UDIN no is mandatory for balance sheet.). Channel Partners bid if the qualification requirements stated above are met independently or in combination with the OEM.</p> <p>b) Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.</p>	Copy of audited P&L Account (with UDIN no.) to be submitted in this regard

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3	Statutory Compliances	The prospective Bidder(s) should be have following certificates- a. Valid GST Registration Certificate. b. Valid PAN No. c. Odisha State MSME Certificate (if applicable)	Certificate to be submitted
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**3.0 Evaluation Criteria**

- The bids will be evaluated techno-commercially and on qualifying criteria of tender terms and conditions.
- The bids will be evaluated commercially on individual line Item Basis for all-inclusive lowest cost as calculated in Schedule of Items [Annexure I]).
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, CCG may reject the bids.
- In case the bidder has a previous association with Odisha DISCOM for similar products, the performance feedback for that bidder from Odisha DISCOM's User Group shall only be considered irrespective of performance certificates issued by any third organization.

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

- Based on latest / previous years experiences of Tata Power / Tata Power group companies with BA, Odisha DISCOM reserves the right to disqualify the bidders during techno - commercial evaluation of the bid.

**NOTE:** In case a new bidder is not registered with DISCOM, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, DISCOM 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 DISCOM shall be final and binding on the bidder in this regard.

**3.1 Price Basis**

Price shall be fixed and firm during the contractual period.

**4.0 Contact Information**

All the bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. The consolidated reply to all the queries received shall be posted on website by the stipulated timelines as detailed in calendar of events.

**Communication Details:**Package Owner:

Name: Rajib Bhattacharya (HOG-CCG)  
Contact No.: 9434210425  
E-Mail ID: [rajib.bhattacharya@tpwesternodisha.com](mailto:rajib.bhattacharya@tpwesternodisha.com)

Escalation Level I:

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Name: Ms Sony Jha, HoD- CCG  
E-Mail ID: sony.jha@tpcentralodisha.com

**Escalation Level II:**

Name: Mr. Vipin Chauhan, Head -CCG  
E-Mail ID: Vipin.Chauhan@tpnodl.com

**5.0 Submission of Bid Documents****5.1 Bid Submission**

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

All future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. shall be through E-Tender system (Ariba).

Bids shall be submitted in 3 (Three) parts:

**5.1.1 First Part : EMD**

EMD as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring 'TP Central Odisha Distribution Limited' payable at Bhubaneswar. The EMD BG has to be strictly in the format as mentioned in General Condition of Contract, failing which it shall not be accepted by CCG and the bid as submitted shall be liable for rejection. A separate **non-refundable tender fee** of the stipulated amount also needs to be transferred **online through NEFT/ RTGS** in case the tender document is downloaded from our website.

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

**Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED**  
**Bank Name: SBI, IDCO Towers, Bhubaneswar**  
**Bank Account No.: 10835304915**  
**IFSC Code: SBIN0007891**

**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 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.

-In such case, Tender Fee and EMD should be strictly 2 separate transactions else bids shall be rejected.

-Return of EMD from Bank Account is non-standard practice and the same may take more time than return of EMD BG.

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

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****“EMD (Earnest Money Deposit)”****“Two Years Rate Contract for SITC of Jointing KIT at TPCODL, TPNODL, TPWODL & TPSODL****Chief –Centralized Contracts Group****TP Central Odisha Distribution Limited****1<sup>st</sup> Floor, Anuj Building, Plot No. 29,****Satya Nagar, Bhubaneswar- 751007**

Kind Attn.: Mr. Rajib Bhattacharya, Mob No.: 9434210425

*\*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.*

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

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

- Bank Guarantee in favor of TP Central Odisha Distribution Limited payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

*Ref. GCC for Forma of Bank Guarantee****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, or
- b) furnish the required Performance Security Bank Guarantee

**5.1.2 Second Part : Techno-Commercial Bid**

Techno-Commercial bid shall contain the following documents. Absence of any of these may attract bid rejection:

1. Index Stating Document name &amp; Page No./Document No. in bid. As illustrated below:

Index of Techno Commercial documents for SITC of Jointing KIT		
Tender Inquiry No- TPCODL/CCG/24-25/.....		
SI No	Description	Page No
1	Index of Documents *	
2	Formal Forwarding Letter to CCG- Odisha Discom	

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3	EMD Scanned Copy	
4	Tender Fees Documentation (Scanned Copy)	
5	Self- attested PAN certificate (Scanned Copy)	
6	Self- attested GSTIN certificate(Scanned Copy)	
7	Self- attested MSME certificate (Scanned Copy)	
8	Stamped and Signed Tender Document (Page-1 to Page 20)	
9	Stamped and Signed Copy of Annexure II to Annexure XII (Page-22 to Page 30)	
10	Stamped and Signed Pre-bid Query Response -1	
11	Stamped and Signed Pre-bid Query Response -2	
12	Stamped and Signed Technical Specifications	
	Any Doc as applicable	
	<b>GTPs &amp; DRAWINGS</b>	
13	Drawings As applicable	
14	QAP and Inspection Test Plan	
15	Undertaking regarding in house acceptance testing facility, GTP** & manufacturing facility and other as applicable duly signed with seal.	
16	Factory License duly self- attested.	
17	Self- attested Organizational structure with Key persons	
18	List of man power department wise duly signed with seal.	
19	List of Plant & Machinery duly signed with seal.	
20	Copy of ISO 9001-2015 duly signed with seal. (as applicable)	
21	Copy of BIS Certification duly signed with seal. (as applicable)	
22	Any Other Technical Documents (as applicable)	
	<b>Commercial Criterion</b>	
23	PO Copies as per Tender Clause	
24	PO Completion Certificates	
25	Audited P&L Account / Co. Turnover Certificates with UDIN	

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26	Self declaration for non-blacklisting duly signed with seal.	
27	Banker's Certificate duly self- attested.	
28	Xerox copy of cancelled cheque duly signed with seal.	
29	Authorization Letter / Power of Attorney (1 page)	
30	Any Other Documents (as applicable)	

*\*\*The type tests specified in technical specifications should have been carried out within five years (unless otherwise explicitly stated) prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with DISCOM.*

2. Indexing of the Content of Techno-commercial Bid may also be furnished per the Bidder's preference. But in that case, the above- mentioned table as well as the **Corresponding Page Nos.** need to be modified and furnished accordingly.

**The technical bid shall be submitted through E-tender System (Ariba) only. Hard Copy of Technical Bids need not be submitted unless specifically asked for.**

### **5.1.3 Third Part : Price Bid**

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 and Taxes & duties 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. The price bids containing any deviations/conditions shall be liable to be rejected.

**Price Bid is to be submitted in soft copy through E-Tendering system (Ariba) only. Hard copy of Price Bid shall not be submitted.**

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and CCG, 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.

### **5.2 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.

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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.

**5.3 Mandatory documents required along with the Bid**

1. EMD of requisite value and validity
2. Tender Fee.
3. Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
4. Acceptance of Specification, drawing with filled in GTP as per Annexure II.
5. Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
6. Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
7. Duly filled in Annexure V and VI.
8. Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
9. Copy of PAN, GST registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

**5.4 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.

**6.0 Bid Related Details****6.1 Bid Prices**

Bidders need to quote for all items as per the Price schedule attached in Annexure I. 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 DISCOMs' sites. The all-inclusive prices offered shall be inclusive of all costs –Insurance, Transport, duties, taxes, levies paid or payable etc. during the execution of the supply work. Applicable GST to be specified clearly.

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The quantity break up shown else-where other than Price Schedule may 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.

### **6.2 Bid Currencies**

Prices shall be quoted in Indian Rupees Only unless otherwise stated explicitly.

### **6.3 Period of Validity of Bids**

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

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

### **6.4 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.

### **6.5 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.

## **7.0 Bid Opening & Evaluation**

### **7.1 Bid Confidentiality**

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

### **7.2 Technical Bid Opening**

Technical Bids shall be opened online as per schedule mentioned in section 1.3, in CCG Office (1<sup>st</sup> Floor Conference room, Plot -29, Anuj Building Satya Nagar, Bhubaneswar). Bidders having authorization letter (format Annexed- XI) for attending bid opening from competent authority of respective Organizations, who may choose to be present physically / online at the time of tender opening. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time. A technical bid must not contain any cost information whatsoever, else bids shall be liable to be rejected.

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.

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### 7.2.1 Preliminary Examination of Bids/Responsiveness

CCG will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are in order & format as detailed elsewhere in this document. CCG may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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

Prior to the detailed evaluation, CCG will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation. CCG reserves the right to reject non-responsive bids.

### 7.2.2 Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, CCG/Engineering may at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to specifications and attempt will be made to bring all bids on a common footing. Any such clarification as sought shall have to be responded to bidder **within two working days**, post which the bids shall be liable to be rejected. 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.

### 7.2.3 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 in Clause 2.0 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. Signed and filled in Specification and GTP as per Annexure II.
- viii. Duly filled and signed Annexure V and VI.
- ix. Receipt of Bid within the due date and time.

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

### 7.3 Price Bid Opening

Price Bids will be opened online for all technically qualified bidders on the dates as shall be informed to qualified bidders in CCG Office (First Floor Conference room, Plot -29, Anuj Building Satya Nagar, and Bhubaneshwar).

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Bidders having authorization letter (format annexed) for attending bid opening from competent authority of respective Organizations shall be allowed to be present physically/online at the time of bid opening. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of DISCOM without any further correspondence in this regard.

### 8.0 Market 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, CCG 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

### 9.0 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 CCG. This includes all bidding information submitted to the DISCOM. All tender documents remain the property of DISCOM and all suppliers are required to return these documents to DISCOM upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

### 10.0 Reverse Auctions

CCG 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.

**Bidders shall be allowed to participate in Reverse auction as per following criteria hence bidders are advised to quote their most competitive rates while submitting the bids to avoid disqualification from participation in Reverse Auction.**

**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

**Illustrative example:** Total no of qualified bidders is 10 & tender needs to split amongst 4 bidders.

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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

**11.0 Award Decision**

DISCOM 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 3.0. 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 7.2.1. The decision to place purchase order/LOI solely depends on CCG on bidder qualification & cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that CCG may deem relevant.

CCG reserves the right to split the order quantity wise/Line item wise among a minimum of 2 Nos. of Bidders. All bidders are advised to quote their most competitive rates against each line item. However, CCG reserves the right to adjust the splitting as per bidders' participation/qualification/any other unforeseen condition in tender.

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

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

**12.0 Order of Preference / Contradiction**

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

1. Schedule of Items – Price Bid (Annexure I)
2. Technical Specifications (Annexure II)
3. Special Conditions of Contract (Clause 13.1)
4. Submission of Bid Documents (Clause 5.0)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VII)

**13.0 Post Award Contract Administration****13.1 Special Conditions of Contract**

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1. Rate Contract shall be valid for a period of 24 months from the placement of the Contract. Release Order (RO) shall be placed as per the requirement of respective TP Odisha Discom. Rates shall remain firm throughout RC period.
2. Prices shall be on FOR Basis, inclusive of Transit Insurance/ Packing & Forwarding charges and shall be inclusive of unloading & stacking at Discom site / store locations.
3. Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 21 days of issuance of order. Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.
4. **Guarantee Period** of the supplied material shall be as per technical specification attached separately with this tender. 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 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is later. Further Bidder shall also stand guarantee towards poor workmanship in installation of straight through joint and terminations installed by bidder's jointer up to 60 months from the date of installation. reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD/PBG.
5. **Delivery Period** Delivery period shall be 45 days from date of receipt of release order or manufacturing clearance whichever is later . Exact delivery location shall be specified in the Release Order. Delivery will be the store locations in TPCODL, TPSODL, TPNODL and TPWODL based on RO Qty.
6. **Payment Terms:** Supply Payment shall be made within 60 days of submission of error free & certified invoice upon successful delivery of the equipment.  
  
Service and repair payment shall be released within 30 days of submission of error free invoice upon successful integration and commissioning of the equipment. Commissioning certificate duly signed by DISCOM representative will be provided by BA along with invoice.
7. Pre-dispatch inspection, MDCC and LD shall be applicable as per GCC.
8. **GTP/Drawing-**BA shall submit GTP / Drawings within 1 week from issuance of RC. In case BA does not get necessary approval for issuance of CAT-A within mentioned / mutually agreed timelines, then Odisha Discom reserve the right to cancel issued rate contract / release order and reserve the right to forfeit EMD / PBG.
9. TP Odisha Discom reserves right to short close the issued Release Order / Rate contract, in case of any quality issues.
10. Any change in statutory taxes, duties and levies during the contract period shall be borne by respective TP Odisha Discom. However, in case of delay in supply owing to reasons not attributable to TP Odisha Discom,

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any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TP Odisha Discom.

11. All other terms of GCC – Supply shall be applicable.

**13.2 Drawing Submission and Approval**

As per SCC, Clause number 13.1

**13.3 Payment Terms**

As per SCC, Clause number 13.1

**14.0 Climate Change**

Significant quantities of waste are generated during the execution of a 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 to combat climate change. Please refer to the attached Environment Policy and Sustainability Policy (Annexure–X).

**15.0 Ethics**

TP DISCOMs are ethical organizations bound by Tata Code of Conduct. As a policy we lay 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.

DISCOM 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 for more information. For details, refer link: <https://www.tata.com/about-us/tata-code-of-conduct>

Any ethical concerns with respect to this tender can be reported to the following:

Mr. Pourush Garg (Chief Central Contracts Group): [pourush.garg@tpcentralodisha.com](mailto:pourush.garg@tpcentralodisha.com)

**16.0 Specification and standards**

As per Annexure II

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

**18.0 Safety Policy and Safety Terms & Conditions**

Annexure VIII attached along with this tender.

**19.0 Tata Code of Conduct**

Annexure IX attached along with this tender.

**20.0 Environment & Sustainability Policy**

Annexure X attached along with this tender.

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**ANNEXURE-I : Price Schedule**

Sr. No.	Item Description	Uo M	TPC ODL	TPSO DL	TPN ODL	TPW ODL	Total	Unit Cost	Tax	Total Unit cost	Total cost
1	ST.TH.1.1KV XLPE 4X95 HS	EA	50				50				
2	I/D 1.1 KV XLPE 4X95 HS	EA	40				40				
3	O/D 1.1 KV XLPE 4X95 HS	EA	40				40				
4	ST.TH.1.1KV XLPE 4X150 HS	EA	50				50				
5	O/D 1.1 KV XLPE 4X150 HS	EA	40				40				
6	I/D 1.1 KV XLPE 4X150 HS	EA	40				40				
7	ST.TH.1.1KV XLPE 4X240 HS	EA	100				100				
8	O/D 1.1 KV XLPE 4X240 HS	EA	80				80				
9	I/D 1.1 KV XLPE 4X240 HS	EA	60				60				
10	ST.TH.1.1KV XLPE 4X400 HS	EA	60				60				
11	I/D 1.1 KV XLPE 4X400 HS	EA	40				40				
12	O/D 1.1KV XLPE 4X400 HS	EA	40				40				
13	ST.TH. JOINT 1.1KV 3.5CX240-4CX240 SQMM HS	EA	120				120				
14	O/D TERM 1.1KV 3.5CX240 SQMM HS	EA	100				100				
15	I/D TERM 1.1KV 3.5CX240 SQMM HS	EA	80				80				
16	ST.TH JOINT 11kv HT ABC 1CX55 SQMM HS	EA	300				300				
17	O/D TERM 11kv HT ABC 1CX55 SQMM HS	EA	150				150				
18	ST.TH JOINT 11kv HT ABC 1CX95 SQMM HS	EA	150				150				
19	O/D TERM 11kv HT ABC 1CX95 SQMM HS	EA	100				100				
20	ST.TH JOINT 11kv HT ABC 1CX150 SQMM HS	EA	150				150				
21	O/D TERM 11kv HT ABC 1CX150 SQMM HS	EA	100				100				
22	JT. KIT ST.TH. 11kv 3CX50 SQMM HS	EA	80				80				
23	I/D TERM 11kv 3CX50 SQMM HS	EA	40				40				
24	O/D TERM 11kv 3CX50 SQMM HS	EA	60	10	5	100	175				
25	JT.KIT O/D 11 KV XLPE 3 x 300 SQMM.	EA	80	100	65	120	365				
26	JT. KIT ST.TH.11KV XLPE 3X300 HS.	EA	60	10	15	120	205				
27	JT.KIT O/D TERMI 11 KV XLPE 3x150 SQMM.	EA			15	10	25				
28	JT.KIT I/D TERMI 11 KV XLPE 3x150 SQMM.	EA			5	10	15				

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29	JT.KIT ST THRU 11 KV XLPE 3 x 150 SQMM.	EA			15	10	25				
30	JT.KIT O/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	80	74	26	10	190				
31	JT.KIT I/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	60	34	5	6	105				
32	JT. KIT ST.TH. 11KV 3CX95SQMM HS.	EA	100	10	10	6	126				
33	JT.KIT O/D TERM 11 KV XLPE 3x120 SQMM.	EA	200		20	10	230				
34	JT.KIT I/D TERM 11 KV XLPE 3 x 120 SQMM.	EA	100		5	6	111				
35	JT.KIT ST.THURU. 11KV XLPE 3 x 120 SQMM.	EA	240		15	6	261				
36	JT.KIT O/D 11KV CORE-1 XLPE 1x 400SQMM.	EA	80		15	10	105				
37	JT. KIT ST.TH.11KV XLPE 1X400 HS.	EA	80		10	10	100				
38	JT. KIT I/D 11KV XLPE 1X400 HS.	EA	80		5	10	95				
39	JT. KIT I/D 11KV XLPE 3CX400 HS.	EA	150	73	5	10	237.6				
40	JT. KIT O/D 11KV XLPE 3CX400 HS.	EA	200	100	120	20	440				
41	JT. KIT ST.TH.11KV XLPE 3CX400 HS.	EA	300	100	60	20	480				
42	JT.KIT ST.TH11KV XLPE 3X300 TO 3X150 HS.	EA				6	6				
43	JT. KIT I/D 11KV XLPE 1CX630 HS.	EA	100	16	2	10	127.6				
44	JT. KIT ST.TH. 11KV XLPE 1X630 HS.	EA	80	16	5	10	110.6				
45	OUTDOOR TERMINATION KIT 11KV 1CX630SQMM.	EA	100		5	10	115				
46	JT KIT 11KV ST TH 1Cx300 SQMM XLPE	EA			10	10	20				
47	JT. KIT O/D 11KV XLPE 1X400 HS	EA				10	10				
48	JT. KIT I/D 11KV XLPE 1X300 HS	EA			5	6	11				
49	JT. KIT O/D 11KV XLPE 1X300 HS	EA			15	6	21				
50	JT.KIT ST.TH.11KV XLPE 3X300 TO 3X150 HS	EA				6	6				
51	JT KIT 11KV O/D TERM HS 3CX35 SQMM XLPE	EA			15	6	21				
52	JT KIT 11KV ST TH3X35 HS XLPE	EA			10	6	16				
53	JT KIT 11KV ST TH TERM HS 3CX185 SQMM XLPE	EA	80		25	10	115				
54	JT KIT 11KV I/D TERM 3CX185 SQMM	EA	40	10	10	10	70				
55	JT KIT 11KV O/D TERM 3CX185 SQMM	EA	60	10		20	90				
56	JT. KIT O/D 11KV XLPE 1X1000 HS	EA	80	10		10	100				
57	JT. KIT I/D 11KV XLPE 1X1000 HS	EA	80	10		10	100				

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58	JT. KIT ST TH 11KV XLPE 1X1000 HS	EA	80				80				
59	JT.KIT ST.TH11KV XLPE 3X240/300/400 HS.	EA				10	10				
60	Heat shrinkable jointing kit for 3Cx300 mm <sup>2</sup> 11KV XLPE Cable(Touchproof indoor type)	EA		10			10				
61	Heat shrinkable jointing kit for 3Cx400 mm <sup>2</sup> 11KV XLPE Cable(Touchproof indoor type)	EA		100			100				
<b>1.1 kV XLPE ARM Cable Jointing Service</b>											
1	ST.TH.1.1KV XLPE 4X95 HS	EA	60				60				
2	I/D 1.1 kV XLPE 4X95 HS	EA	40				40				
3	O/D 1.1 KV XLPE 4X95 HS	EA	40				40				
4	ST.TH.1.1KV XLPE 4X150 HS	EA	60				60				
5	O/D 1.1 KV XLPE 4X150 HS	EA	40				40				
6	I/D 1.1 KV XLPE 4X150 HS	EA	40				40				
7	ST.TH.1.1KV XLPE 4X240 HS	EA	100				100				
8	O/D 1.1 KV XLPE 4X240 HS	EA	80				80				
9	I/D 1.1 KV XLPE 4X240 HS	EA	60				60				
10	ST.TH.1.1KV XLPE 4X400 HS	EA	60				60				
11	I/D 1.1 KV XLPE 4X400 HS	EA	40				40				
12	O/D 1.1KV XLPE 4X400 HS	EA	40				40				
13	ST.TH. JOINT 1.1KV 3.5CX240-4CX240 SQMM HS	EA	200				200				
14	O/D TERM 1.1KV 3.5CX240 SQMM HS	EA	140				140				
15	I/D TERM 1.1KV 3.5CX240 SQMM HS	EA	140				140				
16	1.1kV TERMINATION DIGGING	EA	80				80				
17	1.1kV SINGLE STRAIGHT THROUGH DIGGING	EA	100				100				
18	1.1kV TWO STRAIGHT THROUGH DIGGING	EA	120				120				
19	1.1kV CABLE LAY IN EXCESS OF 05 M IN OPEN	M	800				800				
20	PREVENTIVE REPAIR OF 1.1kV CABLE/JOINT	EA	60				60				
	<b>ITC cost (11 KV)</b>						0				
1	ST.TH JOINT 11kV HT ABC 1CX55 SQMM HS	EA	300				300				
2	O/D TERM 11kV HT ABC 1CX55 SQMM HS	EA	150				150				
3	ST.TH JOINT 11kV HT ABC 1CX95 SQMM HS	EA	150				150				
4	O/D TERM 11kV HT ABC 1CX95 SQMM HS	EA	100				100				

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5	ST.TH JOINT 11kv HT ABC 1CX150 SQMM HS	EA	150				150				
6	O/D TERM 11kv HT ABC 1CX150 SQMM HS	EA	100				100				
7	JT. KIT ST.TH. 11kv 3CX50 SQMM HS	EA	80				80				
8	I/D TERM 11kv 3CX50 SQMM HS	EA	40				40				
9	O/D TERM 11kv 3CX50 SQMM HS	EA	60				60				
10	JT.KIT I/D 11 KV XLPE 3 x 300 SQ.MM.	EA	40		5	100	145				
11	JT.KIT O/D 11 KV XLPE 3 x 300 SQMM.	EA	60		65	120	245				
12	JT. KIT ST.TH.11KV XLPE 3X300 HS.	EA	50		15	120	185				
13	JT.KIT O/D TERMI 11 KV XLPE 3x150 SQMM.	EA			15	10	25				
14	JT.KIT I/D TERMI 11 KV XLPE 3x150 SQMM.	EA			5	10	15				
15	JT.KIT ST THRU 11 KV XLPE 3 x 150 SQMM.	EA			15	10	25				
16	JT.KIT O/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	80		26	10	116				
17	JT.KIT I/D TERM 11 KV XLPE 3 x 95 SQMM.	EA	40		5	6	51				
18	JT. KIT ST.TH. 11KV 3CX95SQMM HS.	EA	60		10	6	76				
19	JT.KIT O/D TERM 11 KV XLPE 3x120 SQMM.	EA	120		20	10	150				
20	JT.KIT I/D TERM 11 KV XLPE 3 x 120 SQMM.	EA	80		5	6	91				
21	JT.KIT ST.TH. 11KV XLPE 3 x 120 SQMM.	EA	200		15	6	221				
22	JT.KIT O/D 11KV CORE-1 XLPE 1x 400SQMM.	EA	80		15	10	105				
23	JT. KIT ST.TH.11KV XLPE 1X400 HS.	EA	80		10	10	100				
24	JT. KIT I/D 11KV XLPE 1X400 HS.	EA	80		5	10	95				
25	JT. KIT I/D 11KV XLPE 3CX400 HS.	EA	140		5	10	155				
26	JT. KIT O/D 11KV XLPE 3CX400 HS.	EA	160		120	20	300				
27	JT. KIT ST.TH.11KV XLPE 3CX400 HS.	EA	300		60	20	380				
28	JT.KIT ST.TH11KV XLPE 3X300 TO 3X150 HS.	EA				6	6				
29	JT. KIT I/D 11KV XLPE 1CX630 HS.	EA	80		2	10	92				
30	JT. KIT ST.TH. 11KV XLPE 1X630 HS.	EA	80		5	10	95				
31	OUTDOOR TERMINATION KIT 11KV 1CX630SQMM.	EA	80		5	10	95				
32	JT. KIT ST.TH. 11KV 3CX95SQMM HS.	EA				10	10				
33	JT KIT 11KV ST TH 1Cx300 SQMM XLPE	EA			10	10	20				
34	JT. KIT O/D 11KV XLPE 1X400 HS	EA				10	10				
35	JT. KIT I/D 11KV XLPE 1X300 HS	EA			5	6	11				

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36	JT. KIT O/D 11KV XLPE 1X300 HS	EA			15	6	21				
37	JT.KIT ST.TH.11KV XLPE 3X300 TO 3X150 HS	EA				6	6				
38	JT KIT 11KV O/D TERM HS 3CX35 SQMM XLPE	EA			15	6	21				
39	JT KIT 11KV ST TH3X35 HS XLPE	EA			10	6	16				
40	JT KIT 11KV O/D TERM HS 3CX185 SQMM XLPE	EA			25	10	35				
41	JT KIT 11KV I/D TERM 3CX185 SQMM	EA	40		10	10	60				
42	JT KIT 11KV O/D TERM 3CX185 SQMM ST.TH	EA	60			20	80				
43	JT KIT 11KV O/D TERM 1CX185 SQMM	EA	60			10	70				
44	JT KIT 11KV I/D TERM 1CX185 SQMM	EA				10	10				
45	JT. KIT O/D 11KV XLPE 1X1000 HS	EA	50			10	60				
46	JT. KIT I/D 11KV XLPE 1X1000 HS	EA	50			10	60				
47	JT. KIT ST TH 11KV XLPE 1X1000 HS	EA	40				40				
48	JT.KIT ST.TH11KV XLPE 3X240/300/400 HS.	EA				10	10				
	<b>Repair Cost (11 kV)</b>										
1	TERMINATION with digging	EA	100		153	5	258				
2	SINGLE STRAIGHT THROUGH through digging	EA	150		58	5	212.5				
3	TWO STRAIGHT THROUGH through digging	EA	200		50	5	255				
4	CABLE LAYING IN EXCESS OF 8 METREIN OPEN	M	300		30	500	830				
5	CABLE LAYING IN EXCESS OF 8 METRE(CLOSED)	M	300		30	500	830				
6	Preventive repair of 11kv Cable/joint	EA	100		30	5	135				
	<b>Supply -33KV</b>										
1	JT KIT 33KV XLPE 3 X185 SQ MM Indoor	EA	30		5	10	45				
2	JT KIT 33KV XLPE 3 X 185 SQ MM Outdoor	EA	80		20	6	106				
3	JT KIT 33KV XLPE ST TH 3 X 185 SQ MM. ST.TH	EA	50		10	6	66				
4	ST. TH. JT. FOR 33KV XLPE 1X400 SQMM.	EA	500		10	10	520				
5	JT. KIT O/D 33KV XLPE 1X400 HS.	EA	240		10	10	260				
6	JT. KIT I/D 33KV XLPE 1X400 HS.	EA	140		5	6	151				
7	JT.KIT I/D 33 KV CORE-1 XLPE 1x300 SQMM.	EA			5	6	11				
8	JT.KIT O/D 33KV CORE-1 XLPE 1x300 SQMM.	EA			10	6	16				
9	JT.KIT ST.THURU. 33KV XLPE 1X300 HS.	EA			10	6	16				

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10	JT. KIT O/D 33KV XLPE 3X300 HS.	EA	100		65	6	171				
11	JT. KIT I/D 33KV XLPE 3X300 HS.	EA	30		5	6	41				
12	JT. KIT ST.TH.33KV XLPE 3X 300 HS.	EA	50		10	6	66				
13	JT. KIT ST.TH.33KV XLPE 3X 400 HS.	EA	350		30	100	480				
14	JT. KIT O/D 33KV XLPE 3X400 HS.	EA	240		120	120	480				
15	JT. KIT I/D 33 KV XLPE 3X400 HS.	EA	40		5	80	125				
16	JT. KIT ST.TH. 33KV 1CX630 SQMM XLPE HS.	EA	240		5	30	275				
17	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE I/D.	EA	120		5	30	155				
18	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE O/D.	EA	200		5	50	255				
19	TERM.KIT 33KV XLPE 3CX95 SQMM O/D HS.	SET	40		10	10	60				
20	TERM.KIT 33KV XLPE 3CX95 SQMM I/D HS.	SET	20		3	6	29				
21	JT KIT ST.THRU 33KV XLPE 3CX95 SQMM HS.	SET	40		5	6	51				
22	JT. KIT I/D 33KV XLPE 3C 70 HS	EA				6	6				
23	JT. KIT O/D 33KV XLPE 3C 70 HS	EA				6	6				
24	JT. KIT O/D 33KV XLPE 3C 70 HS ST THR	EA				6	6				
25	JT. KIT I/D 33KV XLPE 3C 50 HS	EA	40			6	46				
26	JT. KIT O/D 33KV XLPE 3C 50 HS	EA	60			6	66				
27	JT. KIT O/D 33KV XLPE 3C 50 HS ST THR	EA	40			6	46				
28	JT. KIT I/D 33KV XLPE 3C 240 HS	EA				6	6				
29	JT. KIT O/D 33KV XLPE 3C 240 HS	EA				6	6				
30	JT. KIT 33KV XLPE 3C 240 HS ST THR	EA				6	6				
31	JT. KIT I/D 33KV XLPE 3C 35 HS	EA				6	6				
32	JT. KIT O/D 33KV XLPE 3C 35 HS	EA				6	6				
33	JT KIT 33KV ST TH 1CX300 SQMM XLPE	EA				6	6				
34	JT KIT 33KV O/D TERM 1CX1000 HS XLPE	EA				6	6				
35	JT KIT 33KV ST.TH 1CX1000 HS XLPE	EA				6	6				
36	JT KIT 33KV O/D 1CX240 HS XLPE	EA				6	6				
37	JT KIT 33KV O/D 3CX50 HS XLPE	EA				6	6				
38	JT KIT 33KV O/D TERM 3CX185 SQMM	EA	80			6	86				
39	33KV 1C 240 SQMM O/D TERM	EA				6	6				
40	JT KIT 33KV O/D TERM 3CX50 SQMM XLPE	EA				6	6				
41	33KV 3C 120 SQMM O/D TERM	EA				6	6				
42	33KV 3C 120 SQMM ST TH	EA				6	6				
43	I/D TERM. KIT 33KV3CX400SQMM TOUCH PROF.	EA	60		10	10	80				

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44	I/D TERM. KIT 33KV1CX400SQMM TOUCH PROF.	EA	100			10	110				
45	I/D TERM KIT 33KV 1CX630 SQMM TOUCH PROF	EA	100			10	110				
46	I/D TERM KIT 33KV 3CX95 SQMM TOUCH PROF	EA	40		5	10	55				
47	JT. KIT TRM.AIS I/D 33KV XLPE 3X400 RSTI	EA				10	10				
48	JT. KIT I/D Scd 33 KV XLPE 1CX630HS	EA				10	10				
49	JT KIT 33KV I/D TERM 3CX630 SQMM XLPE	EA				10	10				
	<b>ITC cost (33 kV)</b>						0				
1	JT KIT 33KV XLPE ST TH 3 X185 SQ MM Indoor	EA	40		5	10	55				
2	JT KIT 33KV XLPE ST TH 3 X 185 SQ MM Outdoor	EA	60		20	6	86				
3	JT KIT 33KV XLPE ST TH 3 X 185 SQ MM. ST.TH	EA	60	10	10	6	86				
4	ST. TH. JT. FOR 33KV XLPE 1X400 SQMM.	EA	500		10	10	520				
5	JT. KIT O/D 33KV XLPE 1X400 HS.	EA	200		10	10	220				
6	JT. KIT I/D 33KV XLPE 1X400 HS.	EA	150		5	6	161				
7	JT.KIT I/D 33 KV CORE-1 XLPE 1x300 SQMM.	EA			5	6	11				
8	JT.KIT O/D 33KV CORE-1 XLPE 1x300 SQMM.	EA			10	6	16				
9	JT.KIT ST.THURU. 33KV XLPE 1X300 HS.	EA			10	6	16				
10	JT. KIT O/D 33KV XLPE 3X300 HS.	EA	80		65	6	151				
11	JT. KIT I/D 33KV XLPE 3X300 HS.	EA	40		5	6	51				
12	JT. KIT ST.TH.33KV XLPE 3X 300 HS.	EA	40		10	6	56				
13	JT. KIT ST.TH.33KV XLPE 3X 400 HS.	EA	350		30	100	480				
14	JT. KIT O/D 33KV XLPE 3X400 HS.	EA	240		120	120	480				
15	JT. KIT I/D 33 KV XLPE 3X400 HS.	EA	30		5	80	115				
16	JT. KIT ST.TH. 33KV 1CX630 SQMM XLPE HS.	EA	300		5	30	335				
17	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE I/D.	EA	150		5	30	185				
18	JT.TERM.KIT 33KV 1CX630 SQMM. XLPE O/D.	EA	200		5	50	255				
19	TERM.KIT 33KV XLPE 3CX95 SQMM O/D HS.	SET	80		10	10	100				
20	TERM.KIT 33KV XLPE 3CX95 SQMM I/D HS.	SET	60		3	6	69				
21	JT KIT ST.THURU 33KV XLPE 3CX95 SQMM HS.	SET	60		5	6	71				
22	JT. KIT I/D 33KV XLPE 3C 70 HS	EA				6	6				

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23	JT. KIT O/D 33KV XLPE 3C 70 HS	EA				6	6				
24	JT. KIT O/D 33KV XLPE 3C 70 HS ST THR	EA				6	6				
25	JT. KIT I/D 33KV XLPE 3C 50 HS	EA	40			6	46				
26	JT. KIT O/D 33KV XLPE 3C 50 HS	EA	60	10		6	76				
27	JT. KIT O/D 33KV XLPE 3C 50 HS ST THR	EA	40			6	46				
28	JT. KIT I/D 33KV XLPE 3C 240 HS	EA				6	6				
29	JT. KIT O/D 33KV XLPE 3C 240 HS	EA				6	6				
30	JT. KIT 33KV XLPE 3C 240 HS ST THR	EA				6	6				
31	JT. KIT I/D 33KV XLPE 3C 35 HS	EA				6	6				
32	JT. KIT O/D 33KV XLPE 3C 35 HS	EA				6	6				
33	JT KIT 33KV ST TH 1CX300 SQMM XLPE	EA				6	6				
34	JT KIT 33KV O/D TERM 1CX1000 HS XLPE	EA				6	6				
35	JT KIT 33KV ST.TH 1CX1000 HS XLPE	EA				6	6				
36	JT KIT 33KV O/D 1CX240 HS XLPE	EA				6	6				
37	JT KIT 33KV O/D 3CX50 HS XLPE	EA				6	6				
38	JT KIT 33KV O/D TERM 3CX185 SQMM	EA				6	6				
39	33KV 1C 240 SQMM O/D TERM	EA				6	6				
40	JT KIT 33KV O/D TERM 3CX50 SQMM XLPE	EA				6	6				
41	33KV 3C 120 SQMM O/D TERM	EA				6	6				
42	33KV 3C 120 SQMM ST TH	EA				6	6				
43	33KV 3C 95 SQMM O/D TERM	EA				6	6				
44	I/D TERM. KIT 33KV3CX400SQMM TOUCH PROF.	EA	80	10	10	10	110				
45	I/D TERM. KIT 33KV1CX400SQMM TOUCH PROF.	EA	120			10	130				
46	I/D TERM KIT 33KV 1CX630 SQMM TOUCH PROF	EA	120			10	130				
47	I/D TERM KIT 33KV 3CX95 SQMM TOUCH PROF	EA	40			10	50				
48	JT. KIT TRM.AIS I/D 33KV XLPE 3X400 RSTI	EA		100		10	110				
49	JT. KIT I/D Scd 33 KV XLPE 1CX630HS	EA				10	10				
50	JT KIT 33KV I/D TERM 3CX630 SQMM XLPE	EA				10	10				
	<b>Repair cost (33 kV)</b>						0				
1	33 kV termination digging		120		110	5	235				
2	SINGLE STRAIGHT THROUGH digging	EA	250		25	5	280				
3	TWO STRAIGHT THROUGH through digging	EA	250		25	500	775				
4	CABLE LAYING IN EXCESS OF 10 MTR IN OPEN	M	400		30	500	930				

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5	CABLE LAYING IN EXCESS OF 10METRE(CLOSED)	M	400		30	500	930				
6	Preventive repair of 33kv Cable/joint	EA	150		30	5	185				
	<b>Additional Cable Repair Services</b>						0				
1	Use of Excavator ( JCB )	Hou rs	200		50	20	270				
2	Provision of 7.5Ton crane service	TRP	240		50	20	310				
3	Use of Poclairn Excavator	Day	10		50	500	560				
4	Asphalt Breaking	M3	200		30	500	730				
5	Laying PCC M20 for road repair	M3	200		30	500	730				
6	Laying of HDPE from size 110mm to 200mm	M	2000		20	5	2025				
7	Supply & installation of cable/joint protective covering slab	EA	3000		20	20	3040				
8	Supply & Installation of cable/joint route marker	EA	2000		30	500	2530				
9	Transport through Tempo upto 70 KM	EA	300		30	5	335				
10	Transport through Tempo per KM beyond 40 KM	KM	700		50	5	755				
11	Supply & Lay Fine Grade Sand Work in joint pit	M3	100		30	500	630				
12	Supply & Inst Brick in Joint KIT	EA	800		30	5	835				
13	Providing unskilled labor	D	500		30	5	535				
14	Vermin proofing of RMU & CSS cable compartment	EA	2000		30	5	2035				
<b>TOTAL COST</b>											

*\*Mandatory to quote in all line items*

**NOTE:**

- Prices shall be firm till the validity of the contract (As applicable).
- The bids will be evaluated commercially on Individual Line Item basis.
- The unit price to be entered in column "F" of above table is unit price of the tendered item and exclusive of GST.

All itemized prices are to be quoted on FOR basis at TPCODL Store -Cuttack or Bhubaneswar, TPWODL Store-Burla, Sambalpur, TPNODL Store- Sovarampur, Balia, Balasore, Odisha, and TPSODL Store-Berhampur, Odisha should be inclusive of freight, insurance, loading & unloading, handling charges and any other charges which may be applicable.

- Issuance of Release Orders (RO) shall be done by respective Discoms as per their requirement.
- The material shall be delivered as per the location captured in the release order.
- The bidders are advised to quote prices strictly in the above format. Failing to do so, bids are liable for rejection.

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- The bidder must fill each and every column of the above format. *Mentioning “extra/inclusive”/other conditions in any of the column may lead for rejection of the price bid.*
- No cutting/ overwriting in the prices is permissible.
- The quantity mentioned above are for evaluation purpose only and may vary as per actual site requirement.

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**ANNEXURE-II : Technical Specification & SLA**

*Attached separately with Tender.*

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****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 specifications:

<b>S. No.</b>	<b>Clause No.</b>	<b>Tender Clause Details</b>	<b>Details of deviation with justifications</b>

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

***Seal of the Bidder:***

***Signature:***

***Name:***

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****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.)*

<b>S. No.</b>	<b>Particulars</b>	<b>Remarks</b>
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
a.	If variable price variation on clause given	Yes / No
b.	Ceiling	----- %
c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
d.	Inclusive of transit insurance	Yes / No
2.	Delivery Clause acceptable	Yes / No
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.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

***Seal of the Bidder:******Signature:******Name:***

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****ANNEXURE V : Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below:

<b>S. No.</b>	<b>Documents attached</b>	<b>Yes / No / Not Applicable</b>
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	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	

***Seal of the Bidder:******Signature:******Name:***

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****ANNEXURE VI : Acceptance form for Participation in Reverse Auction Event***(To be signed and stamped by the bidder)*

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

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

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

**[Signature & Stamp of Bidder]**

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**ANNEXURE VII : General Conditions of Contract**

*Attached Separately with Tender*

**ANNEXURE VIII : Safety Policy and Safety Terms & Conditions**

*Attached Separately with Tender*

**ANNEXURE IX : Tata Code of Conduct**

*Attached Separately with Tender*

Also Refer: <https://www.tata.com/about-us/tata-code-of-conduct>

**ANNEXURE X : Environment & Sustainability Policy**

*Attached Separately with Tender*

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****ANNEXURE XI : Authorization Letter Format**

(To be presented by the authorized person at the time of opening of Bid on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

**Chief - Central Contracts Group**

Tata Power Odisha DISCOMs

Plot-29 Anuj Building

Satya Nagar Bhubaneswar

**SUB: Tender for** .....**Ref: Tender No.**..... **dated.** .....

Dear Sir,

This has reference to your above Tender. Mr. / Miss / Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above Tender on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority  
Name & Designation of Authorizing Authority

<b>NOTE: This Authorization letter is to be carried at the time of Bid Opening</b>
--

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**CENTRALIZED CONTRACTS GROUP****NIT No.: TPCODL / CCG / 25-26 / 1000008711****ANNEXURE XII : Instructions to Bidder for participation in ARIBA System**

**Step 1:** Eligible and Interested bidder shall send an email to Package Owner (Ref. Clause 4.0 for details) attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intent to bid against above tender:

<b>Sr No</b>	<b>Description</b>	<b>Bidder's Response</b>
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. of authorized person	
vi)	E-mail Id to which online ARIBA link to be sent	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No / Date) (Ref sec 1.2)	
viii)	GST No. of bidder	
ix)	MSME Certificate (if applicable)	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to <Rajib.bhattacharya@tpwesternodisha.com> with copy to <Umesh.Bhardwaj7@tpcentralodisha.com > before “Last date and time for payment of Tender Participation Fee”.

**Step 4:** On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's e-mail address from ARIBA system.

**Step 5:** In this e-mail online link as “**Click Here**” shall be there to access the event & participate in the tender.

**Step 6:** First time bidders need to **Sign Up** for accessing the event. Create User Name and password as mentioned in Sign Up page. A one-page registration screen will open for first time user. All \* mark mandatory field to be filled in.

Those who are already having User Name and password for accessing events, may LOGIN using same User Name and password. (Bidder's user name and password for their other customer shall not be applicable for TPCODL / TPWODL / TPNODL / TPSODL)

**Step 7:** Post login, access the RFQ

**Step 8:** After review and downloading of all documents click on “**Review Pre-requisites**”

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NIT No.: TPCODL / CCG / 25-26 / 1000008711

**Step 9:** Review and accept **“Bidder Agreement”**.

**Step 10:** Tender document (PDF) can be downloaded from relevant section in Ariba Portal

**Step 11: Technical Bid Submission:** Bidder has to attach pdf version of technical bid in section relevant to technical bid submission. Uploading any price related information in this section shall lead to bidder rejection.

**Step 12: Price Bid Submission:** Price schedule as attached in relevant section has to be downloaded. Price and tax details to be filled-in as per the format. PDF version of duly filled price bid to be uploaded in relevant section. Price bid to be mandatorily signature & sealed by authorized person on Company letter head. For Price Bid put all the unit price and taxes and duties in provided field. Put "NA" in not applicable field.

**Step 13:** After successfully uploading Techno commercial offer and price part, click - **“Submit Entire Response”**



**TATA POWER**

**TECHNICAL SPECIFICATION**  
**COVER SHEET**

Document No. : TPU-D-ENG-EHV-10050

Document Title : 33KV Jointing & termination kit

Release date : 02-05-2025

Prepared by	Reviewed by	Reviewed by	Reviewed by	Reviewed by	Reviewed by	Reviewed by	Approved by	Released by
UDIT SANKAR DAS	ASHUTOSH KUMAR JAISWAL	ANSHULA THAKUR	Yash Mane	TAPAN KUMAR BEHERA	Shailendra Kumar Jaiswal	Niranjan Khuntia	TAPAN KUMAR BEHERA	SANDIP PAL

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<p>Central Engineering Services</p>		<p style="text-align: center;"><b>TECHNICAL SPECIFICATION FOR</b></p> <p style="text-align: center;"><b>33 kV Heat Shrinkable Straight Through Joint &amp; termination</b></p> <p style="text-align: right;">Page – 2 / 29</p>
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**1. SCOPE:**

This specification covers the technical requirements of design, manufacture, testing at manufacturer's works, packing, forwarding, supply and unloading at site/store and performance of **33 kV Power Cable-Heat Shrinkable Straight Through Joint & termination** kit with all accessories and necessary training for trouble free & efficient performance.

**2. APPLICABLE STANDARDS:**

The equipments covered in this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with **latest revisions** of relevant Indian Standards/ IEC and shall conform to the regulations of local statutory authorities.

Sl. No	IEC/IS	Description
1	IS-13573(part2)	Test Requirements-Cable Accessories for Extruded Power Cables (for working voltages from 3.3 kV up to and including 33 KV)
2	IS 7098(part2)	Cross-linked polyethylene insulated thermoplastic sheathed cables (for working voltages from 3.3 kV up to and including 33 KV) voltage up to and including 33KV
3	IS 692	Paper insulated lead sheathed cables for rated voltages up to and including 33 KV
4	IEC 60502	Power cables with extruded insulation and their accessories for rate voltages from 1 kV up to 30 kV
5	ASTM D-2303	Standard Test Methods for Liquid Contaminant, Inclined plane track and Erosion of insulating materials
6	ASTM D-2671	Standard Test Methods for Heat Shrinkable Tubing
7	IS 8309	Compression type tubular terminal ends for Aluminium conductors of insulated cables.
8	IS 8308	Compression type tubular inline connectors for Aluminium conductors of insulated cables.
9	ENA TS 09-13	High Voltage Heat Shrinkable Components for use with HV solid type cables up to and including 33 kV.
10	IEC 61238 (part1)	Test methods and requirements - Compression and mechanical connectors for power cables for rated voltages up to 30 kV. For in house connectors, third party certification is mandatory.
11	IS 2633	Method for testing of uniformity of zinc coating
12	IS 4826	Hot dipped galvanized coatings on round steel wires
13	IS 12444	Continuously Cast and Rolled Electrolytic Copper Wire Rods for electrical conductors
14	IS 191	Copper
15	IS 10810	Methods of test for cables
16	IEC 60216 part 2	Determination of thermal endurance properties of electrical insula materials
17	IEC 60216 part 8	Instructions for calculating thermal endurance characteristics using simplified procedures.

**3. CLIMATIC CONDITIONS:**

SL.NO.	CONDITIONS	VALUES
1	Max. altitude above sea level	1200m

2	Max. Ambient Temperature	50 °C
3	Max. Daily average ambient temp	40 °C
4	Min Ambient Temp	0 °C
5	Maximum temperature attainable by an object exposed to sun	60 °C
6	Maximum Humidity	95%
7	Minimum Humidity	10%
8	Average No. of thunderstorm days per annum	70
9	Average Annual Rainfall	150 cm
10	Average No. of rainy days per annum	120
11	Thermal Resistivity of soil	150 Deg. Ccm/W
12	Wind Pressure	126 kg/sq. m up to an elevation of 10 meter
14	Earthquakes of intensity in horizontal direction	equivalent to seismic acceleration of 0.3g
15	Earthquakes of intensity in vertical direction	equivalent to seismic acceleration of 0.15g
16	Wind velocity	300 km/hr.

Environmentally, some of the regions, where the work will take place include coastal areas, subject to high relative humidity, which can give rise to condensation. Onshore winds will frequently be salt laden. On occasions, the combination of salt and condensation may create pollution conditions for outdoor insulators. Some places are in heavily industrial polluted areas. Therefore, Outdoor material and equipment shall be designed and protected for use in exposed, heavily polluted, salty, corrosive and humid coastal atmosphere.

The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months. The design of equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.1 g.

#### 4. GENERAL TECHNICAL REQUIREMENTS:

General design and sizes of 33 kV XLPE insulated cables operated in TPCODL/ TPWODL / TPNODL/ TPSODL / TPADL / TPDDL / Tata Power Mumbai Network are as mentioned below:

##### 1. Types of cable:

Sl/no	Types of cable	
1	XLPE Insulated Underground Cables as per IS 7098-2: 11 KV (E)	A2XCWY – (Aluminum stranded compacted conductor, XLPE insulation, copper tape screen, wire GI armour, PVC sheath)
		A2XCWAY – (Aluminum stranded compacted conductor, XLPE insulation, copper tape screen, wire Aluminum armour, PVC sheath)
2	CAS 33 kV 1Core	(Aluminum stranded compacted conductor, XLPE insulation, copper tape screen, Corrugated Aluminum armour, PVC sheath)
3	PILCA Insulated Cables	As per IS 692: 33 kV, (E) Belted APLST (Al stranded sector shaped, paper insulated, lead sheath, steel tape sheath).

##### 2. Size of Joints:

Sl/no	Size of cable	
1	XLPE insulated underground cable	<b>3 Core cables</b>
		<b>1 core cables</b>
		3CX35 A2XCWY
		1CX120 A2XCWaY

		3CX50 A2XCWY	1CX150 A2XCWaY
		3CX70 A2XCWY	1CX185 A2XCWaY
		3CX95 A2XCWY	1CX240 A2XCWaY
		3CX120 A2XCWY	1CX300 A2XCWaY
		3CX150 A2XCWY	1CX400 A2XCWaY
		3CX185 A2XCWY	1CX500 A2XCWaY
		3CX240 A2XCWY	1CX630 A2XCWaY
		3CX300 A2XCWY	1CX1000 A2XCWaY
		3CX400 A2XCWY	NA
2	CAS cable	<b>1 core cables</b>	<b>3 core cables</b>
		1CX300	NA
		1CX400	NA
3	PILCA insulated cable	<b>1 core cables</b>	<b>3 core cables</b>
		NA	3CX300sqmm
		NA	3CX400sqmm

### 3. Type of joints are mentioned below:

Sl/no	Type & Size of cable	Type of Joint	
1	33 kV 3 core XLPE insulated cable	Indoor termination	Tinned coated AL alloy mechanical lug
		Straight through Joint	Tinned coated AL alloy mechanical Connector
		Outdoor termination	Tinned coated AL alloy mechanical lug
2	33 kV 1 core XLPE insulated cable	Indoor termination	Tinned coated AL alloy mechanical lug
		Straight through Joint	Tinned coated AL alloy mechanical Connector
		Outdoor termination	Tinned coated AL alloy mechanical lug
3	33 kV 3 core & 1 core XLPE insulated cable (Screen type) for <b>RMU</b>	Indoor termination	Tinned coated AL alloy mechanical connector
4	PILCA to XLPE transition joints (Screened transition joint 3Cx300/400 sq.mm. XLPE insulated cable with 3Cx300/400 sq.mm. PILCA cable)	Transition joint	Blocked type AL alloy Mechanical connector

### 4. Assembled jointing kit components shall perform without distress in system with parameters (mentioned below):

S. No.	Parameter	Units	Requirement
1	Max Withstand System Voltage	KV	36
2	Partial Discharge at 1.73 U <sub>0</sub>	pC	<10
3	Impulse Peak Withstand	KV	170
4	Continuous operation withstands Temperature	°C	90 °C
	Short Circuit withstand temperature	°C	250 °C
5	Short Circuit Withstand Current	KA/1Sec	50 – 4.7; 95 – 9; 185 – 17.4;

<p>Central Engineering Services</p>		<p><b>TECHNICAL SPECIFICATION FOR</b></p> <p><b>33 kV Heat Shrinkable Straight Through Joint &amp; termination</b></p> <p style="text-align: right;">Page – 5 / 29</p>
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			240 – 22.6; 300 – 28.3; 400 – 37.7; 1000 – 94.3; 630 – 59.4;
6	Storage Temperature Range	°C	-10°C to +45°C
7	Shelf life of kit components excluding mastic and solution	Years	Min.5
8	Shelf life of mastic and solution	Years	Min.2

**5. General Technical Particular for Heat Shrinkable Stress control tube/Ant tracking tube/Lug sealing tube/Red insulating tube/Dual wall tube (Triple extruded)/End sealing & nested Tube /Wrap around Sleeve/ Outer insulating tube:**

**A. HS insulating tubing/sleeves/wrap around sleeve:**

S. No.	Parameter	Requirement
1	Visual Examination	Free from protrusions, pin holes, cracks, nicks and other visible defects.
2	Wall thickness Ratio	0.6 or 60% (Minimum at any two points of measurements)
3	Internal dia of tube after full recovery	Shall not be higher than as specified in approved BOM/GTP
4	Longitudinal change	10% Max.
5	Electric Strength	10KV/MM(Min.)
6	Tensile Strength	10N/mm <sup>2</sup> (Min.) [8N/mm <sup>2</sup> for anti-tracking]
7	Ultimate Elongation	200%(Min.)
8	Heat Shock	No Splitting, Cracking, Dripping or flowing after 30 mins. At 250°C (Min.)
9	Low Temperature Flexibility	No cracking after 4 Hrs at -20Deg.C (Max.)
10	Tracking Resistance	No tracking, erosion to top surface or flame failure after 1 hr. @ 2.5KV 1 hr. @ 2.7KV 1 hr. @ 3KV
11	Volume Resistivity	1x10 <sup>10</sup> Ohm-meter (min.) For stress control tube VR: 1X10 <sup>7</sup> Ohm-meter Min.)
12	Flame Retardant (Applicable only for Anti tracking Tubes/ sleeves)	After 1 min. burn: Burnt or charred length 250mm Max.
13	Relative permittivity	15

**B. General Technical Particular for Heat Shrinkable Moulded Components (Breakouts/Weather Sheds):**

S. No.	Parameter	Requirement
1	Visual Examination	Free from protrusions, pin holes, cracks, nicks and other visible defects.
2	Wall thickness Ratio	0.6 or 60% (Minimum at any two points of measurements)
3	Internal dia of tube after full recovery	Shall not be higher than as specified in approved BOM/GTP
4	Longitudinal change	25% Max.

5	Electric Strength	10 KV/MM(Min.)
6	Tensile Strength	8N/mm <sup>2</sup> (Min.)
7	Ultimate Elongation	200 % (Min.)
8	Heat Shock	No Splitting, Cracking, Dripping or flowing after 30 mins. At 250°C Min.
9	Low Temperature Flexibility	No cracking after 4 Hrs at -20oC(Max.)
11	Volume Resistivity	1x10 <sup>10</sup> Ohm-meter(min.)
12	Flame Retardant (for anti-tracking moulded components)	After 1 min. burn: Burnt or charred length 250mm Max.

6. **Service support** – Bidder shall have own setup for jointing & termination services along with the supervisor and certified jointer of OEM with other necessary allied services for ensuring quality of installed jointing & termination in TPCODL/ TPWODL/ TPNODL/ TPSODL / TPADL / TPDDL / Tata Power Mumbai region.

**5. GENERAL CONSTRUCTION:**

1. **Length of 33 KV terminations (from bottom of breakout to center of lug hole) shall be minimum:**

Sl/No	Type of termination	Termination length
1	1 core cable I/D	1500 mm
2	1 core cable O/D	1500 mm
3	3 core cable I/D	1500 mm
4	3 core cable O/D	3000 mm / 1500 mm

**Note** – Length and dimensions of HS tubing’s shall be compatible with Mechanical Lugs/Mechanical connectors/Crimping Ferrules/Crimping Lugs size.

**2. Components of Termination Kit: (ID & OD)**

**A. 3 core XLPE insulated cable**

S. No.	Components	Requirement
1	Tinned coated Mechanical Lug	<b><u>Mechanical Lug:</u></b> <ul style="list-style-type: none"> <li>Tinned coated Aluminium Alloy</li> <li>Type tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM;</li> </ul>
2	Stress control tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 3;</li> </ul>
3	Anti – tracking lug sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable</li> <li>Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>Flame retardant</li> <li>Qty – 3;</li> </ul>
4	Anti – tracking tube	<ul style="list-style-type: none"> <li>Heat shrinkable</li> </ul>

		<ul style="list-style-type: none"> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Flame retardant</li> <li>• Qty – 3;</li> </ul>																										
5	Anti – tracking breakout	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Qty – 1;</li> </ul>																										
6	Anti – tracking rain shed / Weather shed	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Adhesive coated breakouts shall be provided on outer sheath of the cable to prevent water ingress.</li> </ul>																										
7	Stress grading mastic tape for semi-con area. (Yellow mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																										
8	Moisture sealing mastic tape for crimping lugs / mechanical lug. (Red mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																										
9	Water sealing mastic tape for earthing area. (black mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• It shall also be applied on back fold portion of Armour.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																										
10	Tinned coated copper braid	<ul style="list-style-type: none"> <li>• Shall be completely insulated with adhesive coated fire retardant and weather resistant HS tube/sleeve up to copper lug at one end.</li> <li>• Fire resistant and weather resistant as per ENA TS 09-13</li> <li>• <b>Insulated copper braid</b> with adhesive coated HS sleeves.</li> <li>• <b>Size and length as per below:</b></li> </ul> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Type of cable</th> <th colspan="2" style="text-align: center;">Details of Armourd continuity</th> </tr> <tr> <td rowspan="10" style="text-align: center; vertical-align: middle;"><b>3C cables</b></td> <th style="text-align: center;">Size of cables</th> <th style="text-align: center;">Size of copper braid</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">35 mm<sup>2</sup> cable</td> <td style="text-align: center;">50 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">50 mm<sup>2</sup> cable</td> <td style="text-align: center;">50 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">70 mm<sup>2</sup> cable</td> <td style="text-align: center;">50 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">95 mm<sup>2</sup> cable</td> <td style="text-align: center;">50 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">120 mm<sup>2</sup> cable</td> <td style="text-align: center;">50 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">150 mm<sup>2</sup> cable</td> <td style="text-align: center;">70 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">185 mm<sup>2</sup> cable</td> <td style="text-align: center;">70 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">240 mm<sup>2</sup> cable</td> <td style="text-align: center;">70 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">300 mm<sup>2</sup> cable</td> <td style="text-align: center;">70 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td style="text-align: center;">400 mm<sup>2</sup> cable</td> <td style="text-align: center;">70 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> </tbody> </table>	Type of cable	Details of Armourd continuity		<b>3C cables</b>	Size of cables	Size of copper braid	35 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 750 mm X 1 Run	50 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 750 mm X 1 Run	70 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 750 mm X 1 Run	95 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 750 mm X 1 Run	120 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 750 mm X 1 Run	150 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 750 mm X 1 Run	185 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 750 mm X 1 Run	240 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 750 mm X 1 Run	300 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 750 mm X 1 Run	400 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 750 mm X 1 Run
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11	Tinned coated copper braid as a leakage current collector	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>1R x 7 mm<sup>2</sup> x 150 (Qty – 3 no’s) mm per core shall be provided for terminations</li> </ul>
12	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper mesh shall be provided <b>for screen continuity</b> shall be provided on both sides of armor circumference beneath the copper braid.</li> <li><b>(Min) 2.5<sup>2</sup></b> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length of the copper wire mesh shall be provided in BoM submission.</li> </ul>
13	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, Compatible support ring	<ul style="list-style-type: none"> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel (Qty - 2nos)</li> <li>Constant pressure roll shall be provided for screen connections as per compatible size. (Qty – 2);</li> <li>Compatible support rings GI/SS. (Collet, Qty – 1).</li> </ul>
14	Sub-kit components	<ul style="list-style-type: none"> <li>Monoplast tape</li> <li>PVC tape</li> <li>Al oxide cloth</li> <li>Cleaning liquid pouch;</li> <li>Nylon string;</li> <li>Silicone grease;</li> <li>Instruction manual</li> <li>Disposable PE gloves</li> <li>Other necessary items (as per OEM design requirements)</li> </ul>
15	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>

**B. 1 core XLPE insulated cable**

S. No.	Components	Requirement
1	Tinned coated Mechanical Lug	<p><b><u>Mechanical Lug:</u></b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium Alloy</li> <li>Type tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM;</li> </ul>
2	Stress control tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 1;</li> </ul>
3	Anti – tracking lug sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable</li> <li>Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>Qty – 1;</li> </ul>

4	Anti – tracking tube	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Qty – 1;</li> </ul>																	
5	Anti – tracking tube for armour back folding	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Qty – 3;</li> </ul>																	
6	Anti – tracking bottom boot	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Qty – 1;</li> </ul>																	
7	Anti – tracking rain shed / weather shed	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Adhesive coated breakouts shall be provided on outer sheath of the cable to prevent water ingress.</li> </ul>																	
8	Stress grading mastic tape for semi-con area. (Yellow mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																	
9	Moisture sealing mastic tape for mechanical lug. (Red mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																	
10	Water sealing mastic tape for earthing area. (black mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• It shall also be applied on back fold portion of Armour.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																	
11	Tinned coated copper braid for & Lug for armour continuity	<ul style="list-style-type: none"> <li>• Shall be completely insulated with adhesive coated fire retardant and weather resistant HS tube/sleeve up to copper lug at one end.</li> <li>• Fire resistant and weather resistant as per ENA TS 09-13</li> <li>• <b>Insulated copper braid</b> with adhesive coated hs sleeves.</li> <li>• <b>Size and length as per below:</b></li> </ul> <table border="1" data-bbox="570 1667 1511 1988"> <thead> <tr> <th data-bbox="570 1667 756 1703">Type of cable</th> <th colspan="2" data-bbox="756 1667 1511 1703">Details of Armourd continuity</th> </tr> <tr> <td data-bbox="570 1703 756 1738"></td> <th data-bbox="756 1703 1060 1738">Size of cables</th> <th data-bbox="1060 1703 1511 1738">Size of copper braid</th> </tr> </thead> <tbody> <tr> <td data-bbox="570 1738 756 1774" rowspan="5" style="text-align: center;"><b>1C cables</b></td> <td data-bbox="756 1738 1060 1774">120 mm<sup>2</sup> cable</td> <td data-bbox="1060 1738 1511 1774">50 mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td data-bbox="756 1774 1060 1810">150 mm<sup>2</sup> cable</td> <td data-bbox="1060 1774 1511 1810">70mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td data-bbox="756 1810 1060 1845">185 mm<sup>2</sup> cable</td> <td data-bbox="1060 1810 1511 1845">70mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td data-bbox="756 1845 1060 1881">240 mm<sup>2</sup> cable</td> <td data-bbox="1060 1845 1511 1881">70mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> <tr> <td data-bbox="756 1881 1060 1988">300 mm<sup>2</sup> cable (Armoured / corrugated)</td> <td data-bbox="1060 1881 1511 1988" style="text-align: center;">70mm<sup>2</sup> X 750 mm X 1 Run</td> </tr> </tbody> </table>	Type of cable	Details of Armourd continuity			Size of cables	Size of copper braid	<b>1C cables</b>	120 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 750 mm X 1 Run	150 mm <sup>2</sup> cable	70mm <sup>2</sup> X 750 mm X 1 Run	185 mm <sup>2</sup> cable	70mm <sup>2</sup> X 750 mm X 1 Run	240 mm <sup>2</sup> cable	70mm <sup>2</sup> X 750 mm X 1 Run	300 mm <sup>2</sup> cable (Armoured / corrugated)	70mm <sup>2</sup> X 750 mm X 1 Run
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			400 mm <sup>2</sup> cable (Armoured / corrugated)	70mm <sup>2</sup> X 750 mm X 1 Run
			500 mm <sup>2</sup> cable	70mm <sup>2</sup> X 750 mm X 1 Run
			630 mm <sup>2</sup> cable	70mm <sup>2</sup> X 750 mm X 1 Run
			1000 mm <sup>2</sup> cable	70mm <sup>2</sup> X 750 mm X 1 Run
			Additionally, 3 no's of Al lugs with sealing sleeves / mastic for armor back fold earth bonding.	
			<b>Size of cables</b>	<b>Al lug size</b>
			120 mm <sup>2</sup> cable	150 mm <sup>2</sup>
			150 mm <sup>2</sup> cable	150 mm <sup>2</sup>
			185 mm <sup>2</sup> cable	150 mm <sup>2</sup>
			240 mm <sup>2</sup> cable	150 mm <sup>2</sup>
			300 mm <sup>2</sup> cable (Armoured / corrugated)	150 mm <sup>2</sup>
			400 mm <sup>2</sup> cable (Armoured / corrugated)	150 mm <sup>2</sup>
			500 mm <sup>2</sup> cable	150 mm <sup>2</sup>
			630 mm <sup>2</sup> cable	150 mm <sup>2</sup>
			1000 mm <sup>2</sup> cable	150 mm <sup>2</sup>
12	Tinned coated copper braid as a leakage current collector	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>1R x 7 mm<sup>2</sup> x 150 (Qty – 1 no's) mm per core shall be provided for terminations</li> </ul>		
13	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper mesh shall be provided for <b>screen continuity</b> shall be provided on both sides of armor circumference beneath the copper braid.</li> <li><b>(Min) 2.5<sup>2</sup></b> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length of the copper wire mesh shall be provided in BoM submission.</li> </ul>		
14	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, AL support ring	<ul style="list-style-type: none"> <li>Al backup ring (Qty – 1);</li> <li>Constant pressure roll shall be provided for screen connections as per compatible size. (Qty – 1)</li> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel (Qty – 2 no's)</li> </ul>		
15	Sub-kit components	<ul style="list-style-type: none"> <li>Al oxide cloth</li> <li>Cleaning liquid pouch</li> <li>Instruction manual</li> <li>Nylon string</li> <li>Silicone grease,</li> <li>PVC tape</li> <li>Monoplast tape</li> <li>Disposable PE gloves</li> <li>Other necessary item (As per OEM design)</li> </ul>		

<p>Central Engineering Services</p>		<p style="text-align: center;"><b>TECHNICAL SPECIFICATION FOR</b></p> <p style="text-align: center;"><b>33 kV Heat Shrinkable Straight Through Joint &amp; termination</b></p> <p style="text-align: center;"><b>Page – 11 / 29</b></p>
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16	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>• Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>• BOM shall be approved during tender evaluation and during GTP approval</li> <li>• Instruction sheet should be submitted in each kit.</li> </ul>
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**3. Components of Straight Through Jointing Kit:**


**Note** – Few notable points for heat shrinkable insulating sleeves

- **Surface of material** – shall be smooth and free from protrusion, voids and nicks.
- **Recovered thickness** – Recovered thickness of insulation tubes over ferrule or connector circumference shall not be less than **10.56 mm** at any point of measurement.
- **Wall thickness ratio** – (before recovery) of all sleeves/tubes shall not be less than 60% at any two points of measurement.

**A. 3 core XLPE insulated cable**

Sl/no	Components	Requirement
1	Tinned coated Mechanical connector	<p><b><u>Mechanical connector:</u></b></p> <ul style="list-style-type: none"> <li>• Tinned coated Aluminium Alloy</li> <li>• Type Tested as per IEC 61238(part1):2003</li> <li>• Dimensions shall be as annexure-I of this specification.</li> <li>• Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul>
2	Stress control tube, insulation & Insulation screen <b>(Tubing's set per phase)</b>	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>• For 33kV joints, <b>maximum three / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>
3	End sealing tube	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – 6;</li> </ul>
4	Anti – tracking breakout	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Qty – 2;</li> </ul>
5	Stress grading mastic (Yellow mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• For connection portion &amp; semi-con portion</li> <li>• Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>• Sufficient quantity shall be provided.</li> </ul>
6	Water sealing mastic tape for earthing area. (black mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• Sufficient quantity shall be provided.</li> </ul>

7	Tinned coated copper braid for GI armor Continuity	<ul style="list-style-type: none"> <li>• <b>Tinned coated copper braid</b> for GI armor continuity:</li> <li>• Uniformly tinned coated copper braid shall be provided for armor continuity.</li> <li>• Wrap <b>tinned copper wire mesh</b> with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</li> <li>• Uniformly tinned coated wire mesh shall be provided for armor continuity.</li> <li>• Tinned copper braid shall be provided for wrapping over armor circumference beneath the copper braid and braid size shall be as below:</li> </ul> <table border="1" data-bbox="553 642 1513 1050"> <thead> <tr> <th data-bbox="553 642 777 678">Type of cable</th> <th colspan="2" data-bbox="777 642 1513 678">Armoured continuity</th> </tr> <tr> <td data-bbox="553 678 777 1045" rowspan="9"><b>3C cables</b></td> <th data-bbox="777 678 1060 714">Size of cables</th> <th data-bbox="1060 678 1513 714">Size of copper braid</th> </tr> </thead> <tbody> <tr> <td data-bbox="777 714 1060 749">50 mm<sup>2</sup> cable</td> <td data-bbox="1060 714 1513 749">50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 749 1060 785">70 mm<sup>2</sup> cable</td> <td data-bbox="1060 749 1513 785">50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 785 1060 821">95 mm<sup>2</sup> cable</td> <td data-bbox="1060 785 1513 821">50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 821 1060 856">120 mm<sup>2</sup> cable</td> <td data-bbox="1060 821 1513 856">50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 856 1060 892">150 mm<sup>2</sup> cable</td> <td data-bbox="1060 856 1513 892">70 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 892 1060 928">185 mm<sup>2</sup> cable</td> <td data-bbox="1060 892 1513 928">70 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 928 1060 963">240 mm<sup>2</sup> cable</td> <td data-bbox="1060 928 1513 963">70 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 963 1060 999">300 mm<sup>2</sup> cable</td> <td data-bbox="1060 963 1513 999">70 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="777 999 1060 1045">400 mm<sup>2</sup> cable</td> <td data-bbox="1060 999 1513 1045">70 mm<sup>2</sup> X 1 Run</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• For proper armor continuity, the copper braid must be of sufficient length to ensure a secure connection. It should be backfolded and positioned above the breakouts on both sides of the straight-through joint, and must not pass through the breakouts themselves, it shall be wrapped over armor circumference beneath the copper braid.</li> <li>• Length need to specify in the BoM.</li> </ul>	Type of cable	Armoured continuity		<b>3C cables</b>	Size of cables	Size of copper braid	50 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	70 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	95 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	120 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	150 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run	185 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run	240 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run	300 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run	400 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run
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	120 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run																								
	150 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run																								
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400 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run																									
8	Tinned coated copper braid for screen continuity	<ul style="list-style-type: none"> <li>• Leakage current collector tinned copper braid</li> <li>• 7 mm<sup>2</sup> x 150 mm (Qty – 6)</li> </ul>																								
9	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>• Uniformly tinned coated copper braid shall be provided for screen continuity &amp; armored continuity.</li> <li>• Minimum 2.5mm<sup>2</sup> tinned copper mesh shall be provided on both sides of armor circumference beneath the copper braid.</li> <li>• Length of copper wire mesh shall be provided in BOM submission</li> </ul>																								
10	GI wire mesh	<ul style="list-style-type: none"> <li>• Mechanical protection shall be provided in GI armored cables by means of heavily zinc coated GI mesh as per IS 4826</li> <li>• Size &amp; Length shall be provided in BOM submission.</li> </ul>																								
11	Wrap around insulating tube with SS channel / Sleeve as outer most tube	<ul style="list-style-type: none"> <li>• Material – Cross-linked polyolefin (Heat Shrinkable) as a waterproof seal.</li> <li>• Shape – Wrap around form with hot-melt adhesive liner on the inner surface of the sleeve (Upon heating, the sleeve shrinks and the adhesive melts, creating a water-tight bond between the sleeve and the cable).</li> <li>• Stainless steel channel shall be provided along the wrap around to close the sleeve during installation.</li> <li>• Excellent mechanical and corrosion protection, and atmospheric sealing.</li> <li>• High split resistance.</li> </ul>																								

<p>Central Engineering Services</p>		<p style="text-align: center;"><b>TECHNICAL SPECIFICATION FOR</b></p> <p style="text-align: center;"><b>33 kV Heat Shrinkable Straight Through Joint &amp; termination</b></p> <p style="text-align: right;">Page – 13 / 29</p>
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		<ul style="list-style-type: none"> <li>• <b>Note –</b></li> <li>• Overlapping of wrap around sleeve is not acceptable.</li> <li>• Additionally, adhesive coated sleeves (<b>Insulating tube</b>) approx. 300 mm length shall be provided at ferrule joint area beneath the wrap around sleeve.</li> </ul>
12	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, GI solid collet	<ul style="list-style-type: none"> <li>• Tinned copper binding wire</li> <li>• GI Solid Collet dia as per cable OD (Qty – 2no's)</li> <li>• Worm drive clip/ Jubilee clip of SS/GI (Qty – 6)</li> <li>• Constant pressure roll shall be provided for screen connection as per compatible size. (Qty – 6)</li> </ul>
13	Sub kit components	<ul style="list-style-type: none"> <li>• Al oxide cloth</li> <li>• Nylon string</li> <li>• Silicone grease</li> <li>• Cleaning liquid pouch</li> <li>• PVC tape</li> <li>• Instruction manual</li> <li>• Disposable PE gloves</li> <li>• Other necessary items (As per OEM design)</li> </ul>
14	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>• Participating bidder shall submit BOM (during pre- bid) with dimensions of each size and quantity of all components</li> <li>• BOM shall be approved during tender evaluation and during GTP approval</li> <li>• Instruction sheet should be submitted in each kit.</li> </ul>

**B. 1 core XLPE insulated cable**

Sl/no	Components	Requirement
1	Tinned coated Mechanical connector	<p><b><u>Mechanical connector:</u></b></p> <ul style="list-style-type: none"> <li>• Tinned coated Aluminium</li> <li>• Type Tested as per IEC 61238(part1):2003</li> <li>• Dimensions shall be as annexure-I of this specification.</li> <li>• Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul>
2	Stress control tube, insulation & Insulation screen <b>(Tubing's set per phase)</b>	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>• For 33kV joints, <b>maximum three / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>
3	End sealing tube	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – 2;</li> </ul>
4	Stress grading mastic tape for semicon area. (Yellow mastic or	<ul style="list-style-type: none"> <li>• Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>• Sufficient quantity shall be provided.</li> </ul>

	OEM design colour)																																											
5	Water sealing mastic tape for earthing area. (black mastic or OEM design colour)	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>																																										
6	Tinned coated copper braid & Ferrule for armor continuity.	<p><b>A. For Cas cable –</b></p> <p>i. <b>Tinned coated copper braid</b> for GI armor continuity:</p> <p>ii. Uniformly tinned coated copper braid shall be provided for armor continuity.</p> <p>iii. Wrap <b>tinned copper wire mesh</b> with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</p> <p>iv. Uniformly tinned coated wire mesh shall be provided for armor continuity.</p> <p>v. <b>Tinned copper braid shall be provided for wrapping over armor circumference beneath the copper braid and braid size shall be as below:</b></p> <table border="1"> <thead> <tr> <th>Type of cable</th> <th colspan="2">Armoured continuity</th> </tr> <tr> <td rowspan="6"><b>1C cables (CAC cable)</b></td> <th>Size of cables</th> <th>Size of copper braid</th> </tr> </thead> <tbody> <tr> <td>300 mm<sup>2</sup> cable</td> <td>70mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>400 mm<sup>2</sup> cable</td> <td>70mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td colspan="2">Additionally, For 1C cable Aluminum armor continuity shall be done using 2 no each ferrule.</td> </tr> <tr> <th>Size of cables</th> <th>Ferrule size</th> </tr> <tr> <td>300 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>400 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> </tbody> </table> <p><b>B. For XLPE insulated cable –</b> For 1C cable Aluminum armor continuity shall be done using 2 no each ferrule.</p> <table border="1"> <thead> <tr> <th>Type of cable</th> <th colspan="2">Armour continuity</th> </tr> <tr> <td rowspan="10"><b>1 Core cable XLPE insulated cable (Al armour)</b></td> <th>Size of cables</th> <th>Ferrule size</th> </tr> </thead> <tbody> <tr> <td>120 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>150 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>185 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>240 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>300 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>400 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>500 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>630 mm<sup>2</sup> cable</td> <td>150 mm<sup>2</sup></td> </tr> <tr> <td>1000 mm<sup>2</sup> cable</td> <td>185 mm<sup>2</sup></td> </tr> </tbody> </table>	Type of cable	Armoured continuity		<b>1C cables (CAC cable)</b>	Size of cables	Size of copper braid	300 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run	400 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run	Additionally, For 1C cable Aluminum armor continuity shall be done using 2 no each ferrule.		Size of cables	Ferrule size	300 mm <sup>2</sup> cable	150 mm <sup>2</sup>	400 mm <sup>2</sup> cable	150 mm <sup>2</sup>	Type of cable	Armour continuity		<b>1 Core cable XLPE insulated cable (Al armour)</b>	Size of cables	Ferrule size	120 mm <sup>2</sup> cable	150 mm <sup>2</sup>	150 mm <sup>2</sup> cable	150 mm <sup>2</sup>	185 mm <sup>2</sup> cable	150 mm <sup>2</sup>	240 mm <sup>2</sup> cable	150 mm <sup>2</sup>	300 mm <sup>2</sup> cable	150 mm <sup>2</sup>	400 mm <sup>2</sup> cable	150 mm <sup>2</sup>	500 mm <sup>2</sup> cable	150 mm <sup>2</sup>	630 mm <sup>2</sup> cable	150 mm <sup>2</sup>	1000 mm <sup>2</sup> cable	185 mm <sup>2</sup>
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9	Tinned coated copper braid for screen continuity	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>7 mm<sup>2</sup> x 150 mm (Qty – 2)</li> </ul>																																										

<p>Central Engineering Services</p>		<p><b>TECHNICAL SPECIFICATION FOR</b></p> <p><b>33 kV Heat Shrinkable Straight Through Joint &amp; termination</b></p> <p>Page – 15 / 29</p>
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10	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>• Uniformly tinned coated copper braid shall be provided for screen continuity &amp; armored continuity.</li> <li>• Minimum 2.5mm<sup>2</sup> tinned copper mesh shall be provided on both sides of armor circumference beneath the copper braid.</li> <li>• Length of copper wire mesh shall be provided in BOM submission.</li> </ul>
11	Copper wire mesh	<ul style="list-style-type: none"> <li>• In 1C Aluminium armored cables, for mechanical protection, copper wire mesh shall be provided.</li> <li>• Length shall be provided in BOM submission.</li> </ul>
12	Wrap around insulating tube / Sleeve as outer most tube	<ul style="list-style-type: none"> <li>• Material: Cross-linked polyolefin (Heat Shrinkable) as a waterproof seal.</li> <li>• Shape: Wrap around form with hot-melt adhesive liner on the inner surface of the sleeve (Upon heating, the sleeve shrinks and the adhesive melts, creating a water-tight bond between the sleeve and the cable).</li> <li>• Stainless steel channel shall be provided along the wrap around to close the sleeve during installation.</li> <li>• Excellent mechanical and corrosion protection, and atmospheric sealing.</li> <li>• High split resistance.</li> <li>• <b>Note –</b></li> <li>• Overlapping of wrap around sleeve is not acceptable.</li> <li>• Additionally, adhesive coated sleeves (<b>Insulating tube</b>) approx. 300 mm length shall be provided at ferrule joint area beneath the wrap around sleeve.</li> </ul>
13	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, AL back up ring	<ul style="list-style-type: none"> <li>• Tinned copper binding wire</li> <li>• Al back up ring (Qty – 2)</li> <li>• Worm drive clip/ Jubilee clip of SS/GI (Qty – 2;)</li> <li>• Constant pressure roll shall be provided for screen connection as per compatible size. (Qty – 2)</li> </ul>
14	Sub kit components	<ul style="list-style-type: none"> <li>• Monoplast tape</li> <li>• Al oxide cloth</li> <li>• Cleaning liquid pouch</li> <li>• Nylon string</li> <li>• Silicone grease,</li> <li>• PVC tape</li> <li>• Instruction manual</li> <li>• Disposable PE gloves</li> <li>• Other necessary items (as per OEM design requirements)</li> </ul>
15	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>• Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>• BOM shall be approved during tender evaluation and during GTP approval</li> <li>• Instruction sheet should be submitted in each kit.</li> </ul>

### C. Transition joint

Sl/no	Components	Requirement
1	Tinned coated Mechanical connector	<p><b><u>Mechanical connector with oil barrier:</u></b></p> <ul style="list-style-type: none"> <li>• Tinned coated Aluminium</li> <li>• Type Tested as per IEC 61238(part1):2003</li> <li>• Dimensions shall be as annexure-I of this specification.</li> <li>• Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul>
2	Stress control tube, insulation & Insulation screen <b>(Tubing's set per phase)</b>	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>• For 33kV joints, <b>maximum three / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>
3	End sealing tube	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – As per requirement;</li> </ul>
4	Semi conductive tube	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – As per requirement;</li> </ul>
5	Transparent tube/ Oil Barrier sleeve	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – As per requirement;</li> </ul>
6	Outer Inner sheath insulating tube with adhesive	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Adhesive coated.</li> <li>• Qty – 1;</li> </ul>
7	Insulating tube for belt portion	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – 1;</li> </ul>
8	Moulded wedge	<ul style="list-style-type: none"> <li>• Moulded wedge Cable core separator shall be provided.</li> </ul>
9	Anti – tracking breakout	<ul style="list-style-type: none"> <li>• Heat shrinkable</li> <li>• Fire resistant &amp; weather resistance for anti-tracking tube, lug seal &amp; weather sheds as per ENA TS 09 – 13.</li> <li>• Qty – 1;</li> </ul>
10	Semi conducting breakout	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Adhesive coated.</li> <li>• Qty – 1;</li> </ul>
11	Stress grading mastic (Yellow mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• For connection portion, semicon portion, cable crunch</li> <li>• Wedge set</li> <li>• Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>• Sufficient quantity shall be provided.</li> </ul>
12	Water sealing mastic tape for earthing area. (black mastic or OEM design colour)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• Sufficient quantity shall be provided.</li> </ul>

13	Tinned coated copper braid for GI armor Continuity	<p>D. <b>Tinned coated copper braid</b> for GI armor continuity:</p> <p>E. Uniformly tinned coated copper braid shall be provided for armor continuity.</p> <p>F. Wrap <b>tinned copper wire mesh</b> with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</p> <p>G. Uniformly tinned coated wire mesh shall be provided for armor continuity.</p> <p>H. Tinned copper braid shall be provided for wrapping over armor circumference beneath the copper braid and braid size shall be as below:</p> <table border="1" data-bbox="548 705 1511 854"> <thead> <tr> <th data-bbox="548 705 776 743">Type of cable</th> <th colspan="2" data-bbox="776 705 1511 743">Armour continuity</th> </tr> <tr> <td data-bbox="548 743 776 781"></td> <th data-bbox="776 743 1058 781">Size of cables</th> <th data-bbox="1058 743 1511 781">Size of copper braid</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 781 776 819"><b>3C cables</b></td> <td data-bbox="776 781 1058 819">300 mm<sup>2</sup> cable</td> <td data-bbox="1058 781 1511 819">70 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td data-bbox="548 819 776 854"></td> <td data-bbox="776 819 1058 854">400 mm<sup>2</sup> cable</td> <td data-bbox="1058 819 1511 854">70 mm<sup>2</sup> X 1 Run</td> </tr> </tbody> </table> <p>I. For proper armor continuity, the copper braid must be of sufficient length to ensure a secure connection. It should be backfolded and positioned above the breakouts on both sides of the straight-through joint, and must not pass through the breakouts themselves, it shall be wrapped over armor circumference beneath the copper braid. Length need to specify in the BoM</p> <p>J. Length of Tinned copper braid to be specified by bidder in BOM</p>	Type of cable	Armour continuity			Size of cables	Size of copper braid	<b>3C cables</b>	300 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run		400 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run
Type of cable	Armour continuity													
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<b>3C cables</b>	300 mm <sup>2</sup> cable	70 mm <sup>2</sup> X 1 Run												
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14	Tinned coated copper braid for screen continuity	<p>K. Leakage current collector tinned copper braid</p> <p>L. 7 mm<sup>2</sup> x 150 mm</p> <p>M. Quantity as per OEM design to be specified in BOM</p>												
15	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>• Uniformly tinned coated copper braid shall be provided for screen continuity &amp; armored continuity.</li> <li>• Minimum 2.5mm<sup>2</sup> tinned copper mesh shall be provided on both sides of armor circumference beneath the copper braid.</li> <li>• Length of copper wire mesh shall be provided in BOM submission</li> </ul>												
16	GI wire mesh	<ul style="list-style-type: none"> <li>• Mechanical protection shall be provided in GI armored cables by means of heavily zinc coated GI mesh as per IS 4826</li> <li>• Length shall be provided in BOM submission.</li> </ul>												
17	Wrap around insulating tube / Sleeve as outer most tube	<ul style="list-style-type: none"> <li>• Material: Cross-linked polyolefin (Heat Shrinkable) as a waterproof seal.</li> <li>• Shape: Wrap around form with hot-melt adhesive liner on the inner surface of the sleeve (Upon heating, the sleeve shrinks and the adhesive melts, creating a water-tight bond between the sleeve and the cable).</li> <li>• Stainless steel channel shall be provided along the wrap around to close the sleeve during installation.</li> <li>• Excellent mechanical and corrosion protection, and atmospheric sealing.</li> <li>• High split resistance.</li> </ul> <p>• <b>Note –</b></p> <ul style="list-style-type: none"> <li>• Overlapping of wrap around sleeve is not acceptable.</li> <li>• Additionally, adhesive coated sleeves approx. 300 mm length shall be provided at ferrule joint area beneath the wrap around sleeve.</li> </ul>												

<b>Central Engineering Services</b>		<b>TECHNICAL SPECIFICATION FOR</b>  <b>33 kV Heat Shrinkable Straight Through Joint &amp; termination</b>  <b>Page – 18 / 29</b>
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18	Tinned copper binding wire, GI Solid Collet, Worm drive clip/ Jubilee clip & Constant pressure roll	<ul style="list-style-type: none"> <li>• Tinned copper binding wire</li> <li>• GI Solid Collet dia. as per cable OD Qty – 1no’s)</li> <li>• Worm drive clip/ Jubilee clip of stainless steel/GI (Qty – 4)</li> <li>• Constant pressure roll shall be provided for screen connection as per compatible size. (Qty – 6+1)</li> </ul>
19	Sub kit components	<ul style="list-style-type: none"> <li>• Al oxide cloth</li> <li>• Nylon string</li> <li>• Silicone grease,</li> <li>• Cleaning liquid pouch</li> <li>• Cleaning cloth</li> <li>• PVC tape</li> <li>• Instruction manual</li> <li>• Disposable PE gloves</li> <li>• Other necessary items as per OEM design requirements</li> </ul>
20	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>• Participating bidder shall submit BOM (during pre- bid) with dimensions of each size and quantity of all components</li> <li>• BOM shall be approved during tender evaluation and during GTP approval</li> <li>• Instruction sheet should be submitted in each kit.</li> </ul>

#### 6. MARKING:

Following details shall be printed in the box:

- Manufacture’s name and address.
- Month & Year of Manufacturing
- Voltage Grade
- PO No. with date
- “TPCODL/ TPWODL/ TPNODL/ TPSODL/TPDDL/TPADL/Tata power Mumbai” Name
- Material code

#### **HS Sleeves/tubes and breakout components shall be embossed with:**

- Manufacture’s name and address.
- Month & Year of Manufacturing
- Batch No. / Lot No.
- Shrink Ratio
- Size
- Type
- “TPCODL/ TPWODL/ TPNODL/ TPSODL/TPDDL/TPADL/Tata power Mumbai” Name

#### 7. TESTS:

All Routine, Acceptance & Type tests shall be carried out in accordance with the Relevant IS/IEC/ ENA TS 09-13. All the components shall also be type tested as per the relevant standards mentioned below. Following tests

shall be necessarily conducted on the Joint and Termination Kits In addition to others specified in IS/IEC/ENA-TS 09-13 standards:

**7.1 ACCEPTANCE TESTS:**

Test	Clause No.	Reference Standard
Visual inspection	3.15	ENA -TS 09-13
Physical verification of kit contents and dimensions	As per TPCODL/TPWODL/TPNODL/TPSODL/TPDDL/TPADL/Tata power Mumbai approved BOM	
<b>Electric Strength test</b> (Insulating tube & non-tracking tube)	3.4	ENA -TS 09-13
<b>Ultimate Elongation tests</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Tensile Strength</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Volume Resistivity</b> (Insulating tube, stress control tube, non-tracking tube)	3.16	ENA -TS 09-13
<b>Wall thickness ratio</b> (Recovered / Expanded) (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Expanded and recovered diameters</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Longitudinal change after recovery</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Heat shock test</b> (Insulating tube, stress control tube, non-tracking tube)	3.7.1/3.7.2	ENA -TS 09-13
<b>Low temperature flexibility</b> (Insulating tube, stress control tube, non-tracking tube)	4.5	ENA -TS 09-13
Insulation build up thickness after shrink on Ferrule	8.1	IS 10810 -6
Flame retardant test on anti-tracking tubes and anti-tracking moulded components and earth braid protective tube after shrink on mandrill for terminations	3.5.1/ 3.5.2	ENA -TS 09-13/ UL 94
<b>Area measurement of tinned copper braids (Area of one wire x no. of wires x no. of carriers)</b>	As per TPCODL / TPWODL / TPNODL / TPSODL/TPDDL/TPADL/ Tata power Mumbai specification/approved BOM	
Conductivity test on ferrules / lugs	8.3	IS 8309/ As per IEC 61238 part 1
Uniformity of zinc coating on GI mesh (Manufacturer's TC to be provided)	4.1	IS 2633
Tracking resistance (No tracing erosion on top surface / flash failure after 1 hr2.5kV, 1 hr2.75kV, 20min 3.5kV)	3.14	ENA-TS-09-13

**7.2 ROUTINE TESTS**

Test	Clause No.	Reference Standard
Visual inspection of tubing and moulded components for free from pin holes, cracks, nicks, protrusion and other defects	3.15	ENA -TS 09-13
Dimension check	As per TPCODL / TPWODL / TPNODL / TPSODL/TPDDL/TPADL/ Tata power Mumbai specification/approved BOM	
Electric Strength	3.4	ENA -TS 09-13
Ultimate Elongation	3.12	ENA -TS 09-13
Tensile Strength	3.12	ENA -TS 09-13
Volume Resistivity	3.16	ENA -TS 09-13
Wall thickness ratio	3.3	ENA -TS 09-13
Expanded and recovered diameters of tubes	3.3	ENA -TS 09-13

**7.3 TYPE TESTS:****A. Terminations & Straight Through joints**

Test	Clause No.	Reference Standard
Conductor resistance with Ferrule / Lugs / Mechanical connectors	4.1	IS 13573(Part-2)
AC Voltage withstand Test (Air)	4.2	IS 13573(Part-2)
AC Voltage withstand test (under wet conditions) (for outdoor termination only)	4.2	IS 13573(Part-2)
Partial Discharge	7.0	IS 13573(Part-2)
Impulse voltage test	6	IS 13573(Part-2)
Heat Cycle test in air and water	9.1 and 9.2	IS 13573(Part-2)
Thermal Short Circuit Test for Screen	10	IS 13573(Part-2)
Thermal Short Circuit Test for Conductor	11	IS 13573(Part-2)
DC Voltage Withstand	5	IS 13573(Part-2)
Dynamic short circuit test	12	IS 13573(Part-2)
Thermal Endurance test	IEC 60216 part 2 & 8	
Salt fog test (Only for Outdoor terminations)	13	IS 13573(Part-2)

**B. Kit Components For Tubing and Moulded Components**

Test	Clause No.	Reference Standard
<b>Corrosion Resistance</b> (Insulating, Stress Control, Anti Tracking)	3.1	ENA -TS 09-13
<b>Density</b> (Insulating, Stress Control, Anti Tracking)	3.2	ENA -TS 09-13
<b>Dimensions</b> (Insulating, Stress Control, Anti Tracking)	3.3	ENA -TS 09-13
<b>Electric Strength</b> (Insulating, Anti Tracking)	3.4	ENA -TS 09-13
<b>Flame Retardance</b> (Anti Tracking)	3.5	ENA -TS 09-13
<b>Heat Shock</b> (Insulating, Stress Control, Anti Tracking)	3.7	ENA -TS 09-13
<b>Low temperature flexibility</b> (Insulating, Stress Control, Anti Tracking)	3.8	ENA -TS 09-13
<b>Relative Permittivity</b> (Insulating, Stress Control, Anti Tracking)	3.9	ENA -TS 09-13

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<b>Tensile strength and Ultimate elongation</b> (Insulating, Stress Control, Anti Tracking)	3.12	ENA -TS 09-13
<b>Thermal Ageing</b> (Insulating, Stress Control, Anti Tracking)	3.13	ENA -TS 09-13
<b>Tracking Resistance</b> (Anti Tracking)	3.14	ENA -TS 09-13
<b>Visual Examination</b> (Insulating, Stress Control, Anti Tracking)	3.15	ENA -TS 09-13
<b>Volume Resistivity</b> (Insulating, Stress Control, Anti Tracking)	3.16	ENA -TS 09-13
<b>Water Absorption</b> (Insulating, Stress Control, Anti Tracking)	3.17	ENA -TS 09-13

**C. For Mechanical lug & Mechanical connector:**

Test	Reference Standard
Mechanical Pull Test	IEC 61238, part - 1
Heat cycle Test (1000 Nos.)	IEC 61238, part - 1
Short circuit Test	IEC 61238, part - 1

**D. For compression lug & ferrule**

Test	Reference Standard
Conductivity test	IS 8309

**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 / Lab having accreditation from ILAC Signatory under exceptional circumstances after due diligence** as per relevant IS. Type tests should have been conducted during the period not exceeding 5 years (As per CEA guideline) 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/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai.

**9. PRE-DISPATCH INSPECTION:**

The material shall be subject to inspection by a duly authorized representative of the TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai. 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/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai representatives at all times when the work is in progress. Inspection by the TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai 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/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai.

**Following documents shall be sent along with material.**

- Test reports
- MDCC issued by TPCODL/TPWODL/TPNODL/TPSODL/TPDDL/TPADL/TPC
- Invoice in duplicate

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- Packing list
- Drawings & catalogue
- Guarantee / Warrantee card
- Delivery Challan
- Other Documents (as applicable).

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

The material received at TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai 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. 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 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is later.

Further Bidder shall also stand guarantee towards poor workmanship in installation of straight through joint and terminations installed by bidder's jointer up to 60 months from the date of installation.

Bidder shall be liable to undertake to replace/rectify such defects at own costs, within mutually agreed time frame, and to the entire satisfaction of TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai, failing which TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai shall be at liberty to get it replaced/rectified at bidder's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the bidder or from the "Security cum Performance Deposit" as the case may be. Bidder 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.

**12. PACKING AND TRANSPORT:**

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.

The material used for packing shall be environmentally friendly. Each component shall be supplied in a single package as a complete kit for 1 termination/ joint.

**13. TENDER SAMPLE:**

Bidder shall submit the sample of material during tender evaluation process with the offer.

**14. TRAINING:**

Detailed installation instruction with drawings for all joints and termination shall be provided by bidder with tender documents in Odia, Hindi & English. Updated installation manual shall be provided in the kit. Hands on training shall be conducted annually at our site location for BA & TATA power jointers. Bidder shall provide installation/ Operational services at site.

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**15. 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.

**16. TESTING FACILITIES:**

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

**17. 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.

**18. SPARES, ACCESSORIES AND TOOLS**

Not applicable.

**19. DRAWINGS AND DOCUMENTS:**


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

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

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

**A. Assembled jointing kit components shall perform without distress in system with parameters (mentioned below):**

S. No.	Parameter	Units	To be Furnished by Bidder
1	Max Withstand System Voltage	KV	
2	Partial Discharge at 1.73 Uo	pC	
3	Impulse Peak Withstand	KV	
4	Continuous operation withstand Temperature	oC	
	Short Circuit withstand temperature	oC	
5	Withstand short circuit current	KA/1Sec	
6	Storage Temperature Range	oC	
7	Shelf life of kit components excluding mastic and solution	Years	

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8	Shelf life of mastic and solution	Years	
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**B. General Technical Particular for Heat Shrinkable Insulation Tubing/Sleeves/Wrap around Sleeve:**

S. No.	Parameter	To be Furnished by Bidder
1	Visual Examination	
2	Wall thickness Ratio	
3	Internal dia of tube after full recovery	
4	Longitudinal change	
5	Electric Strength	
6	Tensile Strength	
7	Ultimate Elongation	
8	Heat Shock	
9	Low Temperature Flexibility	
10	Tracking Resistance	
11	Volume Resistivity	
12	Flame Retardant (Applicable only for Anti tracking Tubes/ sleeves)	

**C. General Technical Particular for Heat Shrinkable Moulded Components/Breakouts/Weather Sheds:**

S. No.	Parameter	To be Furnished by Bidder
1	Visual Examination	
2	Wall thickness Ratio	
3	Internal dia of tube after full recovery	
4	Longitudinal change	
5	Electric Strength	
6	Tensile Strength	
7	Ultimate Elongation	
8	Heat Shock	
9	Low Temperature Flexibility	
11	Volume Resistivity	
12	Flame Retardant (for anti-tracking moulded components)	

**D. Bill of material** – Bidder needs to submit the Bill of material mentioning the complete details of each items as per the technical specification.

**21. 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:

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SL. No	Clause No.	Details of deviation with justifications

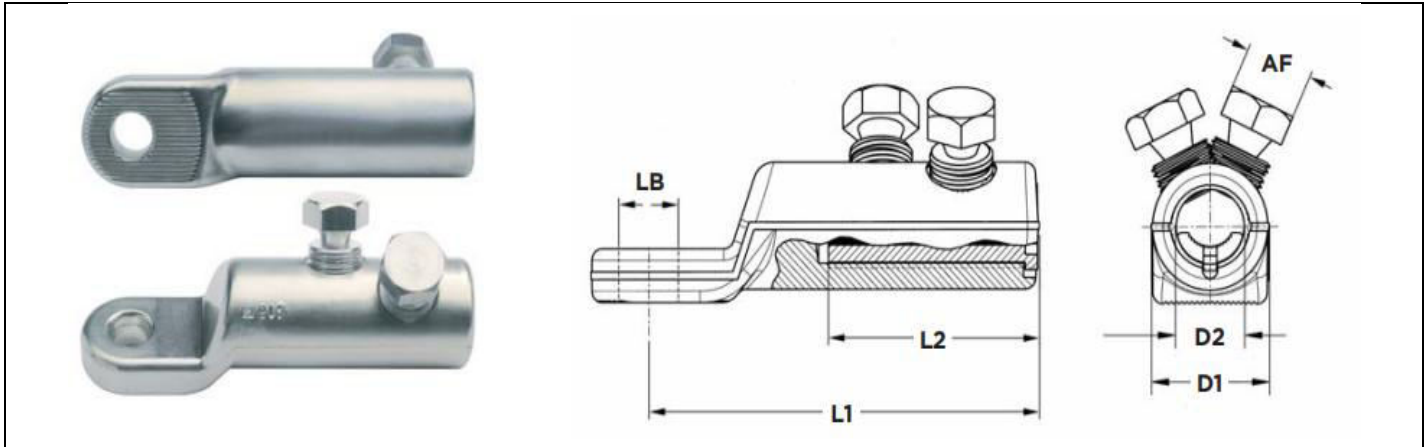
We confirm that there are no deviations apart from those detailed above.

Seal of the Company:

Signature  
Designation

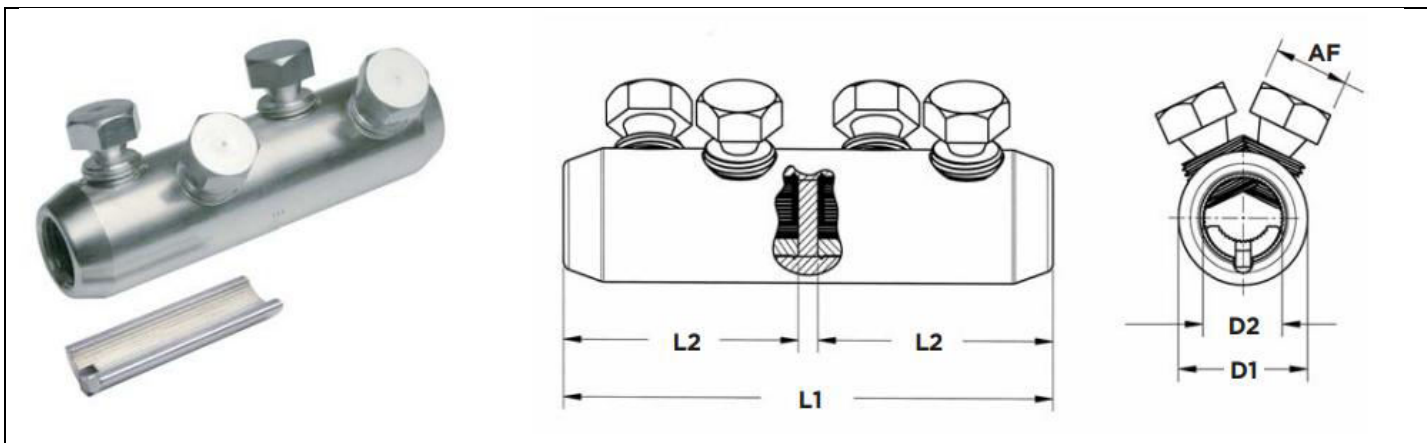
Annexure 1

Mechanical lug:



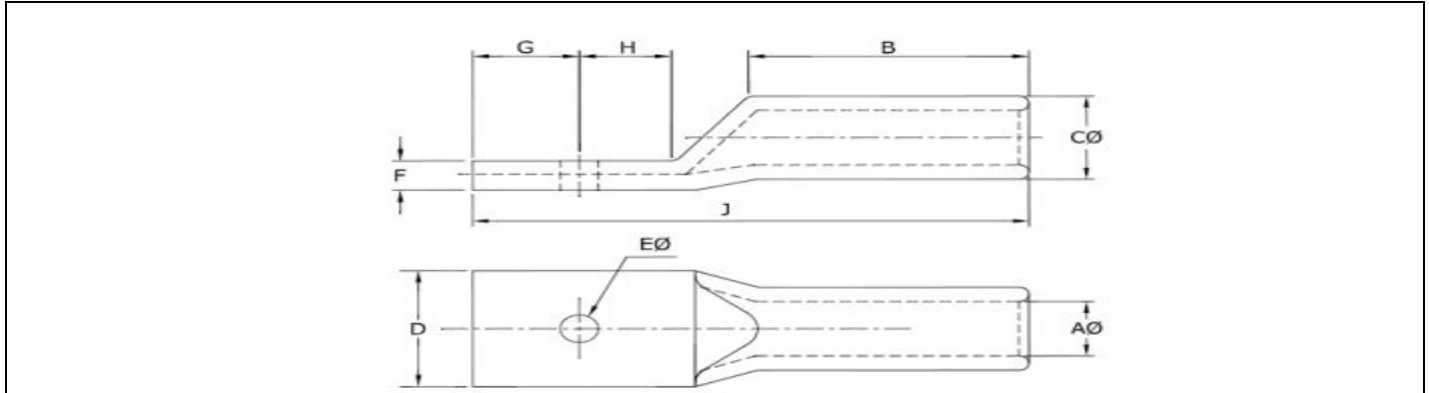
Sl/No	Cross sectional range	LB	L1	L2	D1	D2	No of bolt	AF
1	35-150	13 –17	79 – 86	35 – 51.8	28 – 30	15.5 – 16	1/2	17
2	185-400	17	120 – 150	78.3 – 80	42	25.6 – 26	3	22
3	300-630	17	130 – 180	90.3 – 95	50 – 52	33 – 34	3	24
4	800-1000	2X (17 – 21)	150 – 240	80 – 105	60 – 65	40 – 41	4	13 – 22

Mechanical Connector:



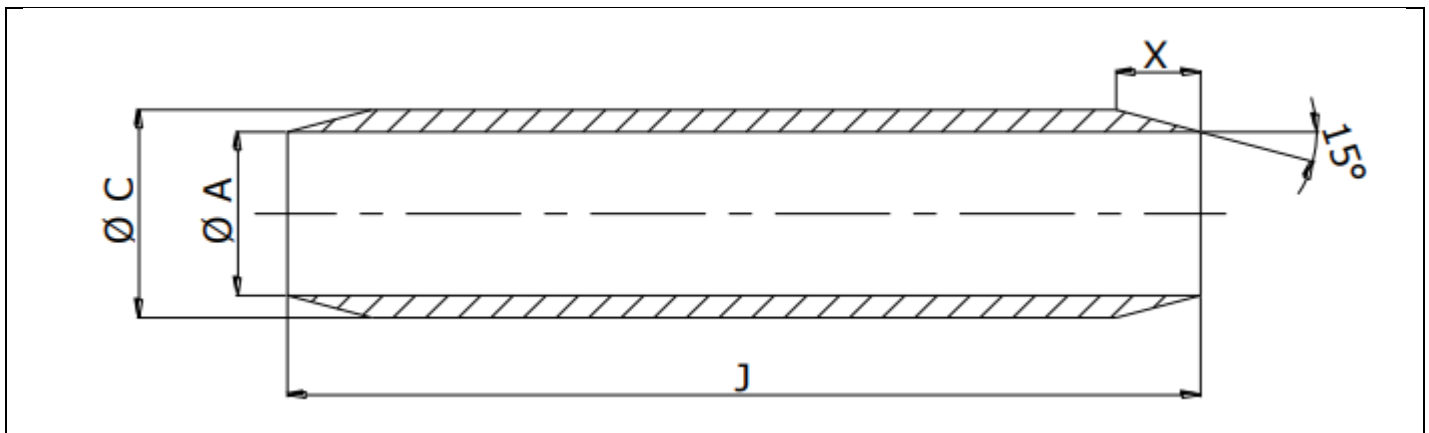
Sl/No	Cross sectional range	Blocked	L1	L2	D1	D2	Quantity of bolt	AF
1	35-150	NO	80 – 106	51.5	28 – 30	15.5 – 15.8	2/4	17
2	185-400	NO	170 – 200	83	42	25.5 – 26	6	22
3	300 – 630	NO	160 – 230	97	46 – 52	33 – 34	6	24
4	300 – 630	NO	200	97	52	33	6	24
5	800 – 1000	NO	180 – 230	105	60 – 65	40 – 41	8	22

**Crimping Aluminum lug:**



Sl/No	Size	E	A	C	D	F	B	K	H	G	J
1	35	-	-	-	-	-	-	-	-	-	-
2	50	-	-	-	-	-	-	-	-	-	-
3	70	13.0	10.2	14.5	20.5	4.3	62	8	13	13	96
4	95	13.0	12	16.9	23.5	4.9	73	8	14	14	109
5	120	13.0	13.7	19.0	26.5	5.3	73	11	15	15	114
6	150	13.0	15.1	21.1	29.5	6.0	83	11	17	17	128
7	185	17.0	16.6	23.9	33.0	7.3	83	12	18	18	131
8	240	17.0	19.3	27.2	37.5	7.9	86	14	22	22	144
9	300	17.0	21.8	30.2	42.0	8.4	89	14	27	27	157
10	400	17.0	25.0	34.8	48.0	9.8	113	13	30	30	187
11	630	17.0	31.7	44.4	61.0	12.7	140	16	34	34	224
12	1000	-	41	56.0	77.5	15.0	160	30	45	45	280

**Crimping ferrule:**



Sl/No	Size	A	C	J
1	35			
2	50	10.1	13.5	100
3	70	10.2	14.5	104

4	95	12	16.9	108
5	120	13.7	19.0	112
6	150	15.1	21.2	116
7	185	16.6	23.9	128
8	240	19.3	27.2	148
9	300	21.8	30.2	160
10	400	25.0	34.8	182
11	630	31.7	44.4	200
12	1000	41.0	56.0	250

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Annexure 2

Inspection Test Plan

Test	Clause No.	Reference Standard
Visual inspection	3.15	ENA -TS 09-13
Physical verification of kit contents and dimensions	As per TPCODL/TPWODL/TPNODL/TPSODL/TPDDL/TPADL/Tata power Mumbai approved BOM	
<b>Electric Strength test</b> (Insulating tube & non-tracking tube)	3.4	ENA -TS 09-13
<b>Ultimate Elongation tests</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Tensile Strength</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Volume Resistivity</b> (Insulating tube, stress control tube, non-tracking tube)	3.16	ENA -TS 09-13
<b>Wall thickness ratio</b> (Recovered / Expanded) (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Expanded and recovered diameters</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Longitudinal change after recovery</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Heat shock test</b> (Insulating tube, stress control tube, non-tracking tube)	3.7.1/3.7.2	ENA -TS 09-13
<b>Low temperature flexibility</b> (Insulating tube, stress control tube, non-tracking tube)	4.5	ENA -TS 09-13
Insulation build up thickness after shrink on Ferrule	8.1	IS 10810 -6
Flame retardant test on anti-tracking tubes and anti-tracking moulded components and earth braid protective tube after shrink on mandrill for terminations	3.5.1/ 3.5.2	ENA -TS 09-13/ UL 94
Area measurement of tinned copper braids ( <b>Area of one wire x no. of wires x no. of carriers</b> )	As per TPCODL / TPWODL / TPNODL / TPSODL/TPDDL/TPADL/ Tata power Mumbai specification/approved BOM	
Conductivity test on ferrules / lugs	8.3	IS 8309
Uniformity of zinc coating on GI mesh (Manufacturer's TC to be provided)	4.1	IS 2633
Tracking resistance (No tracing erosion on top surface / flash failure after 1 hr2.5kV, 1 hr2.75kV, 20min 3.5kV)	3.14	ENA-TS-09-13



**TATA POWER**

**TECHNICAL SPECIFICATION**  
**COVER SHEET**

Document No. : TPU-D-ENG-HV-20050

Document Title : 11KV Jointing & termination kit

Release date : 02-05-2025

Prepared by	Reviewed by	Reviewed by	Reviewed by	Reviewed by	Reviewed by	Reviewed by	Approved by	Released by
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**1. SCOPE:**

This specification covers the technical requirements of design, manufacture, testing at manufacturer's works, packing, forwarding, supply and unloading at site/store and performance of **11kV Power Cable-Heat Shrinkable Straight Through Joint & termination** kit with all accessories and necessary training for trouble free & efficient performance.

**2. APPLICABLE STANDARDS:**

The equipments covered in this specification shall unless otherwise stated, be designed, manufactured and tested in accordance with latest revisions of relevant Indian Standards/ IEC and shall conform to the regulations of local statutory authorities.

Sl. No	IEC/IS	Description
1	IS-13573 (part2)	Test Requirements-Cable Accessories for Extruded Power Cables (for working voltages from 3.3 kV up to and including 33 KV)
2	IS 7098(part2)	Cross-linked polyethylene insulated thermoplastic sheathed cables (for working voltages from 3.3 kV up to and including 33 KV) voltage upto and including 33KV
3	IS 692	Paper insulated lead sheathed cables for rated voltages up to and including 33 KV
4	IEC 60502	Power cables with extruded insulation and their accessories for rate voltages from 1 kV up to 30 kV
5	ASTM D-2303	Standard Test Methods for Liquid Contaminant, Inclined plane track and Erosion of insulating materials
6	ASTM D-2671	Standard Test Methods for Heat Shrinkable Tubing
7	ENA TS 09-13	High Voltage Heat Shrinkable Components for use with HV solid type cables up to and including 33 kV
8	IEC 61238(part1)	Test methods and requirements - Compression and mechanical connectors for power cables for rated voltages up to 30 kV. For in house connectors, third party certification is mandatory.
9	IS 8309	Compression type tubular terminal ends for Aluminium conductors of insulated cables.
10	IS 8308	Compression type tubular inline connectors for Aluminium conductors of insulated cables.
11	IS 2633	Method for testing of uniformity of zinc coating
12	IS 4826	Hot dipped galvanized coatings on round steel wires
13	IS 12444	Continuously Cast and Rolled Electrolytic Copper Wire Rods for electrical conductors
14	IS 191	Copper
15	IS 10810	Methods of test for cables
16	IEC 60216 part 2	Determination of thermal endurance properties of electrical insula materials
17	IEC 60216 part 8	Instructions for calculating thermal endurance characteristics using simplified procedures

**3. CLIMATIC CONDITIONS:**

SL.NO	CONDITIONS	VALUES
1	Max. altitude above sea level	1200m
2	Max. Ambient Temperature	50 °C
3	Max. Daily average ambient temp	35 °C
4	Min Ambient Temp	0 °C
5	Maximum tem attainable by an object exposed to sun	60 °C
6	Maximum Humidity	95%
7	Minimum Humidity	10%
8	Average No. of thunderstorm days per annum	70
9	Average Annual Rainfall	150 cm
10	Average No. of rainy days per annum	120
11	Thermal Resistivity of soil	150 Deg. Ccm/W
12	Wind Pressure	126 kg/m <sup>2</sup> up to an elevation of 10 meter
14	Earthquakes of intensity in horizontal direction	equivalent to seismic acceleration of 0.3g
15	Earthquakes of intensity in vertical direction	equivalent to seismic acceleration of 0.15g
16	Wind velocity	300 km/hr.

Environmentally, some of the regions, where the work will take place include coastal areas, subject to high relative humidity, which can give rise to condensation. Onshore winds will frequently be salt laden. On occasions, the combination of salt and condensation may create pollution conditions for outdoor insulators. Some places are in heavily industrial polluted areas. Therefore, Outdoor material and equipment shall be designed and protected for use in exposed, heavily polluted, salty, corrosive and humid coastal atmosphere. The atmosphere is generally laden with mild acid and dust in suspension during the dry months and is subjected to fog in cold months. The design of equipment and accessories shall be suitable to withstand seismic forces corresponding to an acceleration of 0.1 g.

**4. GENERAL TECHNICAL REQUIREMENTS:**

General design and sizes of 11 kV XLPE insulated cables operated in TPCODL/ TPWODL / TPNODL/ TPSODL / TPADL / TPDDL / Tata Power Mumbai Network are as mentioned below:

**1. Types of cables:**

Sl/No	Type of cables	
1	XLPE Insulated Underground Cables as per IS 7098-2: 11 KV (E)	A2XCWY – (Aluminum stranded compacted conductor, XLPE insulation, copper tape screen, wire GI armour, PVC sheath)
		A2XCWAY – (Aluminum stranded compacted conductor, XLPE insulation, copper tape screen, wire Aluminum armour, PVC sheath)
2	HT Aerial Bunched Cables with Aluminium alloy catenary: 11 kV (E)	A2XC2Y – (Aluminium stranded compacted conductor, XLPE insulation, copper tape screen, PVC sheath)
		A2XC2Y – (Aluminium stranded compacted conductor, XLPE insulation, copper tape screen, HDPE sheath)
		A2XWaY – (Aluminium stranded compacted conductor, XLPE insulation, Aluminium wire screen, PVC sheath)

3	PILCA Cables	Insulated	As per IS 692: 11 kV, (E) Belted APLST (Al stranded sector shaped, paper insulated, lead sheath, steel tape sheath).
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**2. Sizes of cable:**

SI/No	Size of cables			
1	XLPE Insulated Underground Cables as per IS 7098-2: 11 KV (E)	<b>3 Core Cable</b>		
			3CX35 sq.mm A2XCWY	1CX95 sq.mm. A2XCWaY
			3CX70 sq.mm A2XCWY	1CX120 sq.mm. A2XCWaY
			3CX95 sq.mm A2XCWY	1CX150 sq.mm. A2XCWaY
			3CX120 sq.mm A2XCWY	1CX185 sq.mm. A2XCWaY
			3CX150 sq.mm A2XCWY	1CX240 sq.mm. A2XCWaY
			3CX185 sq.mm A2XCWY	1CX300 sq.mm. A2XCWaY
			3CX240 sq.mm A2XCWY	1CX400 sq.mm. A2XCWaY
			3CX300 sq.mm. A2XCWY	1CX630 sq.mm. A2XCWaY
			3CX400 sq.mm. A2XCWY	1CX1000 sq.mm. A2XCWaY
2	HT Aerial Bunched Cables with Aluminium alloy catenary: 11 kV (E)	<b>3 Core Cable</b>		
			3CX95 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY	1CX50 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY
			3CX120 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY	1CX95 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY
			3CX150 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY	1CX120 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY
				1CX150 mm <sup>2</sup> A2XCY/ A2XC2Y/ A2XWaY
3	PILCA Insulated Cables	<b>3 Core Cable</b>		
			3CX150 sq.mm. Belted APLST	NA
			3CX240 sq.mm. Belted APLST	NA
			3CX300 sq.mm. Belted APLST	NA

**3. Type of joints –**

SI/No	Type & Size of cable	Type of Joint	
1	11KV 3CX35, 3CX70, 3CX95, 3CX120, 3CX150, 3CX185, 3CX240 mm <sup>2</sup> (3 core Lower size) XLPE insulated cable	Indoor termination	Aluminium crimping Lug
		Straight through Joint	Aluminium crimping ferrule
		Outdoor termination	Aluminium crimping lug
2	11 kV 3CX300 and 3CX400 mm <sup>2</sup> (3 core Higher size) XLPE insulated cable	Indoor termination	Tinned coated Al alloy mechanical Lug
		Straight through Joint	Tinned coated Al alloy mechanical connector.
		Outdoor termination	Tinned coated Al alloy mechanical Lug
3	11 kV 1CX95, 1CX120 1C X150, 1CX185, 1CX240 mm <sup>2</sup> (1 core Lower size) XLPE insulated cable	Indoor termination	Aluminium crimping Lug
		Straight through Joint	Aluminium crimping ferrule
		Outdoor termination	Aluminium crimping lug
4	11 kV 1CX300, 1CX400, 1CX630, 1CX1000 mm <sup>2</sup> (1 core higher size) XLPE insulated cable	Indoor termination	Tinned coated Al alloy mechanical lug
		Straight through Joint	Tinned coated Al alloy mechanical connector
		Outdoor termination	Tinned coated Al alloy mechanical lug
5	11KV 1 core & 3 core XLPE cable for RMU	Indoor termination	Tinned coated Al alloy mechanical connector
6	11KV 1CX50, 1CX95, 1CX120, 1CX150 HT ABC	Straight through joint	Aluminium compression ferrule
		Outdoor termination	Aluminium compression lug

7	11KV 3CX150, 3CX240, 3CX300 mm <sup>2</sup> Pilca Insulated cable ( <b>Pilca to Pilca</b> )	Straight through joint	Tinned coated Al alloy mechanical connector long barrel type
		Outdoor termination	Tinned coated Al alloy mechanical lug
		Indoor termination	Tinned coated Al alloy mechanical lug
8	PILCA to XLPE <b>transition joints</b> Screened transition joint 3CX185 – 400sq.mm XLPE insulated cable with 3CX150 – 300sq.mm PILCA Insulated cable sector shaped	Transition joint	Blocked type Tinned coated Al alloy mechanical connector required only for Transition joints b/w PILCA and XLPE Cable
9	HS Joint 11kV Single Phase XLPE ( <b>Single phase repair joint</b> )	Straight through single phase repair joint in	3CX300 – 400 sqmm with extra-large (440 – 450 mm length) AL mechanical connector.
10	Straight through joint between XLPE Insulated cables for <b>different cable size</b>	Straight through joint for different cable size	3Cx185 – 400 sq.mm. XLPE (with tinned coated AL alloy mechanical connector) 3Cx150 – 300 sq.mm. XLPE insulated cable (with compression reduced AL ferrule)

The jointing kit containing heat shrinkable tubing, mastics, lugs, mechanical connector and other accessories for making a complete joint and termination shall be designed to meet TPCODL/ TPWODL/ TPNODL/ TPSODL / TPADL / TPDDL / Tata Power Mumbai specification, ENA TS 09-13, IEC 60502, IEC 61238 part1 and IS 13573, part 2 and other relevant standards. Cable Joint and termination material shall not be adversely affected in any manner even after contact with material used in cable construction and material used as accessories in the construction of cable joints and terminations and there will be no chance of corrosion developing on any metal surface.

**4. Assembled jointing kit components shall perform without distress in system with parameters (mentioned below):**

S. No	Parameter	Units	Requirement
1	Max Withstand System Voltage	KV	12
2	Partial Discharge at 1.73 U <sub>0</sub>	pC	<10
3	Impulse Peak Withstand	KV	75
4	Continuous operation withstands Temperature	oC	90 oC
	Short Circuit withstand temperature	oC	250 oC
5	Short Circuit Withstand Current	KA/1Sec	50 – 4.7; 95 – 9; 150 – 14.2; 185 – 17.4; 240 – 22.6; 300 – 28.3; 400 – 37.7; 630 – 59.4; 1000 – 94.3;
6	Storage Temperature Range	°C	-10oC to +50oC
7	Shelf life of kit components excluding mastic and solution	Years	Min.5

8	Shelf life of mastic and solution	Years	Min.2
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**5. General Technical Particular for Heat Shrinkable Stress control tube / Anti – tracking tube / Anti – tracking Lug sealing tube / Red insulating tube / Dual wall tube / Nested & End sealing tube / Outer Insulating Tube / Wrap around Sleeve:**

**A. HS insulating tubing/sleeves/wrap around sleeve:**

S. No	Parameter	Requirement
1	Visual Examination	Free from protrusions, pin holes, cracks, nicks and other visible defects.
2	Wall thickness Ratio	0.6 or 60%(Minimum at any two points of measurements)
3	Internal dia of tube after full recovery	Shall not be higher than as specified in approved BOM/GTP
4	Longitudinal change	10% Max.
5	Electric Strength	10KV/MM(Min.)
6	Tensile Strength	10N/mm <sup>2</sup> (Min.) [8N/mm <sup>2</sup> for anti-tracking]
7	Ultimate Elongation	200%(Min.)
8	Heat Shock	No Splitting, Cracking, Dripping or flowing after 30 mins. At 250 °C (Min.)
9	Low Temperature Flexibility	No cracking after 4 Hrs at -20Deg.C (Max.)
10	Tracking Resistance	No tracking, erosion to top surface or flame failure after 1 hr. @ 2.5KV 1 hr. @ 2.7KV 1 hr. @ 3KV 20 min @ 3.25KV
11	Volume Resistivity	1x10 <sup>10</sup> Ohm-meter (min.) For stress control tube VR: 1X10 <sup>7</sup> Ohm-meter Min.)
12	Flame Retardant (Applicable only for Anti tracking Tubes/ sleeves)	After 1 min. burn: Burnt or charred length 250mm Max.
13	Relative permittivity	15

**B. General Technical Particular for Heat Shrinkable Moulded Components (Breakouts/Weather Sheds):**

S. No	Parameter	Requirement
1	Visual Examination	Free from protrusions, pin holes, cracks, nicks and other visible defects.
2	Wall thickness Ratio	0.6 or 60% (Minimum at any two points of measurements)
3	Internal dia of tube after full recovery	Shall not be higher than as specified in approved BOM/GTP
4	Longitudinal change	25% Max.
5	Electric Strength	10 KV/MM(Min.)
6	Tensile Strength	8N/mm <sup>2</sup> (Min.)
7	Ultimate Elongation	200 % ( Min.)
8	Heat Shock	No Splitting, Cracking, Dripping or flowing after 30 mins. At 250°C Min.
9	Low Temperature Flexibility	No cracking after 4 Hrs at -20oC(Max.)
11	Volume Resistivity	1x10 <sup>10</sup> Ohm-meter(min.)

12	Flame Retardant (for anti-tracking moulded components)	After 1 min. burn: Burnt or charred length 250mm Max.
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6. **Service support** – Bidder shall have own setup for jointing & termination services along with the supervisor and certified jointer of OEM with other necessary allied services for ensuring quality of installed jointing & termination in TPCODL/ TPWODL/ TPNODL/ TPSODL / TPADL / TPDDL / Tata Power Mumbai region.

## 5. GENERAL CONSTRUCTION:

Termination kit shall be designed based on heat shrink technology and shall be suitable for installation for 11 kV, three core and single core aluminum conductor, XLPE insulated (in line with TPNODL / TPWODL / TPCODL / TPSODL / TPADL / TPDDL / Tata Power Mumbai Specification for underground IS 7098-part 2. IS 13573 Part 2 &3).

1. **Length of 11 KV terminations (from bottom of breakout to center of lug hole) shall be minimum:**

Sl/No	Type of termination	Termination length
1	1 core cable I/D	550 mm
2	1 core cable O/D	550 mm
3	3 core cable I/D	800 mm
4	3 core cable O/D	800 mm
5	HT ABC	450 mm

**Note** – Length and dimensions of HS tubing's shall be compatible with Mechanical Lugs / Mechanical connectors / Crimping Ferrules / Crimping Lugs size.

### 2. Components of Termination Kit: (OD/ID)

#### A. For 3 core XLPE cables –

S. No	Components	Requirement
1	Tinned coated Mechanical Lug/ Compression lugs	<p><b>Mechanical Lug:</b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium Alloy</li> <li>Type tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul> <p><b>Compression Lugs:</b></p> <ul style="list-style-type: none"> <li>Material: Aluminium</li> <li>All Aluminum lugs with anti-corrosive paste shall be long barrel type &amp; conductivity as per IS 8309: 2003.</li> <li>Dimensions shall be as annexure – I of this specification.</li> <li>Crimping marking shall be there in the Al lug</li> </ul>
2	Ani-tracking Lug seal tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>Qty – 3;</li> </ul>

3	Anti-tracking tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>Qty – 3;</li> </ul>																								
4	Stress control tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 3;</li> </ul>																								
5	Transparent & semi conductive tube	<ul style="list-style-type: none"> <li>Applicable for Pilca insulated cable only.</li> <li>Qty – As per requirement.</li> </ul>																								
6	Anti-tracking Weather shed / rainshed	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> </ul>																								
6	Stress grading mastic tape for semicon area. (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>Sufficient quantity shall be provided.</li> </ul>																								
7	Moisture sealing mastic tape for crimping lugs / mechanical lug. (Red mastic or OEM design color)	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>																								
8	Water sealing mastic tape for earthing area.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>It shall also be applied on back fold portion of Armour.</li> <li>Sufficient quantity shall be provided.</li> </ul>																								
9	Anti – tracking Breakouts	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance as per ENA TS 09 – 13.</li> <li>Adhesive coated breakouts shall be provided on outer sheath of the cable to prevent water ingress.</li> <li>Qty – 1;</li> </ul>																								
10	Tinned coated copper braid for armoured continuity	<ul style="list-style-type: none"> <li>Shall be completely <b>insulated with adhesive coated</b> fire retardant and weather resistant HS tube/sleeve up to copper lug at one end.</li> <li>Fire resistant and weather resistant as per ENA TS 09-13.</li> <li><b>Size and length as per below:</b></li> </ul> <table border="1" data-bbox="570 1499 1511 1906"> <thead> <tr> <th rowspan="2">Type of cable</th> <th colspan="2">Details of Armou continuity</th> </tr> <tr> <th>Size of cables</th> <th>Size of copper braid</th> </tr> </thead> <tbody> <tr> <td rowspan="9">3C cables</td> <td>35 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>70 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>95 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>120 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>150 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>185 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>240 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>300 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>400 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> </tbody> </table>	Type of cable	Details of Armou continuity		Size of cables	Size of copper braid	3C cables	35 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	70 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	95 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	120 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	150 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	185 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	240 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	300 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	400 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run
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11	Tinned coated copper braid as a leakage current collector	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>1R x 7 mm<sup>2</sup> x 150 mm per core shall be provided for terminations</li> </ul>																								

12	Tinned copper wire mesh for earthing	<ul style="list-style-type: none"> <li>Min 2.5 mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length of the copper wire mesh shall be provided in BoM submission.</li> </ul>
13	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, Compatible support ring	<ul style="list-style-type: none"> <li>Worm drive clip / Jubilee clip of stainless steel (2nos)</li> <li>Tinned copper binding wire</li> <li>Compatible support rings GI/SS (Collet). (Qty – 1)</li> <li>Constant Force spring/roll (CFS) shall be provided for screen connections as per compatible size. (Qty – 3)</li> </ul>
14	Sub-kit components	<ul style="list-style-type: none"> <li>PVC tape</li> <li>Silicone grease,</li> <li>Nylon string</li> <li>Instruction manual.</li> <li>Cleaning liquid pouch</li> <li>Al oxide cloth</li> <li>Disposable PE gloves</li> <li>Other necessary items (as per OEM design requirements)</li> </ul>
15	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>

#### B. For Single core XLPE cable

S. No	Components	Requirement
1	Tinned coated Mechanical Lug / Compression lugs	<p><b>Mechanical Lug:</b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium Alloy</li> <li>Type tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul> <p><b>Compression Lugs:</b></p> <ul style="list-style-type: none"> <li>Material: Aluminium</li> <li>All Aluminum lugs with anti-corrosive paste shall be long barrel type &amp; conductivity as per IS 8309: 2003.</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>1000mm<sup>2</sup> Aluminum lugs shall be without palm hole.</li> <li>Crimping marking shall be there in the Al lug.</li> </ul>
2	Ani-tracking Lug seal tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>Qty – 1;</li> </ul>
3	Anti-tracking tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>Qty – 1;</li> </ul>
4	Anti-tracking tube for	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> </ul>

	armour fold back	<ul style="list-style-type: none"> <li>• Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>• Qty – 1;</li> </ul>																																
5	Stress control tube	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Qty – 1;</li> </ul>																																
	Transparent & semi conductive tube	<ul style="list-style-type: none"> <li>• Applicable for Pilca insulated cable only.</li> <li>• Qty – As per requirement.</li> </ul>																																
6	Anti-tracking Weather sheds	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> </ul>																																
7	Stress grading mastic tape for semicon area. (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>• Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																																
8	Moisture sealing mastic tape for crimping lugs / mechanical lug. (Red mastic or OEM design color)	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																																
9	Water sealing mastic tape for earthing area.	<ul style="list-style-type: none"> <li>• Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>• It shall also be applied on back fold portion of Armour.</li> <li>• Sufficient quantity shall be provided.</li> </ul>																																
10	Anti – tracking Breakouts (Bottom boot)	<ul style="list-style-type: none"> <li>• Heat shrinkable.</li> <li>• Fire resistant &amp; weather resistance as per ENA TS 09 – 13.</li> <li>• Adhesive coated breakouts shall be provided on outer sheath of the cable to prevent water ingress.</li> <li>• Qty – 1</li> </ul>																																
11	Tinned coated copper braid & lug for armour continuity	<ul style="list-style-type: none"> <li>• Shall be completely <b>insulated with adhesive coated</b> fire retardant and weather resistant HS tube/sleeve up to copper lug at one end.</li> <li>• Fire resistant and weather resistant as per ENA TS 09-13.</li> <li>• <b>Size and length as per below:</b></li> </ul> <table border="1" data-bbox="570 1465 1511 2011"> <thead> <tr> <th>Type of cable</th> <th colspan="2">Details of Armour continuity</th> </tr> <tr> <td rowspan="11">1C cables</td> <th>Size of cable</th> <th>Tinned coated copper braid size</th> </tr> </thead> <tbody> <tr> <td>70 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>95 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>120 mm<sup>2</sup> cables</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>150 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>185 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>250 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>300 mm<sup>2</sup> cables</td> <td>50 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>400 mm<sup>2</sup> cables</td> <td>70 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>630 mm<sup>2</sup> cables</td> <td>70 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td>1000 mm<sup>2</sup> cables</td> <td>70 mm<sup>2</sup> X 600 mm X 1 Run</td> </tr> <tr> <td colspan="3">Additionally, 3 no's of Al lugs with sealing sleeves / mastic for armor back fold earth bonding.</td> </tr> <tr> <td></td> <th>Size of cable</th> <th>AL lug size</th> </tr> </tbody> </table>	Type of cable	Details of Armour continuity		1C cables	Size of cable	Tinned coated copper braid size	70 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	95 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	120 mm <sup>2</sup> cables	25 mm <sup>2</sup> X 500 mm X 1 Run	150 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	185 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	250 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	300 mm <sup>2</sup> cables	50 mm <sup>2</sup> X 600 mm X 1 Run	400 mm <sup>2</sup> cables	70 mm <sup>2</sup> X 600 mm X 1 Run	630 mm <sup>2</sup> cables	70 mm <sup>2</sup> X 600 mm X 1 Run	1000 mm <sup>2</sup> cables	70 mm <sup>2</sup> X 600 mm X 1 Run	Additionally, 3 no's of Al lugs with sealing sleeves / mastic for armor back fold earth bonding.				Size of cable	AL lug size
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	Size of cable	AL lug size																																

			1CX95	150 mm <sup>2</sup>
			1CX120	150 mm <sup>2</sup>
			1CX150	150 mm <sup>2</sup>
			1CX185	150 mm <sup>2</sup>
			1CX240	150 mm <sup>2</sup>
			1CX300	150 mm <sup>2</sup>
			1CX400	150 mm <sup>2</sup>
			1CX630	150 mm <sup>2</sup>
			1CX1000	150 mm <sup>2</sup>
12	Tinned coated copper braid as a leakage current collector	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>1R x 7 mm<sup>2</sup> x 150 mm per core shall be provided for terminations</li> </ul>		
13	Tinned copper wire mesh for earthing	<ul style="list-style-type: none"> <li>Min 2.5mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length of the copper wire mesh shall be provided in BoM submission.</li> </ul>		
14	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, AL support ring	<ul style="list-style-type: none"> <li>Worm drive clip/ Jubilee clip of stainless steel (2nos)</li> <li>Tinned copper binding wire</li> <li>Constant Force spring/roll (CFS) shall be provided for screen connections as per compatible size. (1nos);</li> <li>Al backup ring (Qty – 1)</li> </ul>		
15	Sub-kit components	<ul style="list-style-type: none"> <li>PVC tape</li> <li>Silicone grease</li> <li>Nylon string</li> <li>Instruction manual.</li> <li>Cleaning liquid pouch</li> <li>Al oxide cloth</li> <li>Disposable PE gloves</li> <li>Other necessary items (As per OEM design)</li> </ul>		
16	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>		

### C. For HT AB Cable

S. No	Components	Requirement
1	Compression lugs	<p><b>Compression Lugs:</b></p> <ul style="list-style-type: none"> <li>Material: Aluminium</li> <li>All Aluminum lugs with anti-corrosive paste shall be long barrel type &amp; conductivity as per IS 8309: 2003.</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Crimping marking shall be there in the Al lug</li> </ul>
2	Ani – tracking Lug seal tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>Qty – 1;</li> </ul>

3	Anti – tracking tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> <li>Qty – 1;</li> </ul>																																	
4	Stress control tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 1;</li> </ul>																																	
5	Anti – tracking Weather shed	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance for as per ENA TS 09 – 13.</li> </ul>																																	
6	Stress grading mastic tape for semi-con area. (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13</li> <li>Sufficient quantity shall be provided.</li> </ul>																																	
7	Moisture sealing mastic tape for crimping lugs / mechanical lug. (Red mastic or OEM design color)	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>																																	
8	Water sealing mastic tape for earthing area.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water / humidity resistant.</li> <li>It shall also be applied on back fold portion of Armour.</li> <li>Sufficient quantity shall be provided.</li> </ul>																																	
9	Anti – tracking bottom boot for earthing	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance as per ENA TS 09 – 13.</li> <li>Adhesive coated breakouts shall be provided on outer sheath of the cable to prevent water ingress.</li> <li>Qty – 1</li> </ul>																																	
10	Tinned coated copper braid & lug for armoured continuity	<ul style="list-style-type: none"> <li>Shall be completely <b>insulated with adhesive coated</b> fire retardant and weather resistant HS tube/sleeve up to copper lug at one end.</li> <li>Fire resistant and weather resistant as per ENA TS 09-13.</li> <li><b>Size and length as per below:</b></li> </ul> <table border="1" data-bbox="570 1423 1511 2009"> <thead> <tr> <th>Copper tape screened HT ABC</th> <th>Size of HT AB cable</th> <th>Tinned coated copper braid size</th> </tr> </thead> <tbody> <tr> <td rowspan="4"></td> <td>50</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>95</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>120</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>150</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <th rowspan="8">For armoured HT ABC</th> <th>Size of HT AB cable</th> <th>Tinned coated copper braid size</th> </tr> <tr> <td>50</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>95</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>120</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td>150</td> <td>25 mm<sup>2</sup> X 500 mm X 1 Run</td> </tr> <tr> <td colspan="2">Additionally, 1 no's Al long barrel lugs with sealing sleeves / mastic for armor back fold earth bonding.</td> </tr> <tr> <th>Size of HT AB cable</th> <th>Al long barrel lugs size</th> </tr> <tr> <td>50</td> <td>95 mm<sup>2</sup></td> </tr> <tr> <td>95</td> <td>95 mm<sup>2</sup></td> </tr> <tr> <td>120</td> <td>95 mm<sup>2</sup></td> </tr> </tbody> </table>	Copper tape screened HT ABC	Size of HT AB cable	Tinned coated copper braid size		50	25 mm <sup>2</sup> X 500 mm X 1 Run	95	25 mm <sup>2</sup> X 500 mm X 1 Run	120	25 mm <sup>2</sup> X 500 mm X 1 Run	150	25 mm <sup>2</sup> X 500 mm X 1 Run	For armoured HT ABC	Size of HT AB cable	Tinned coated copper braid size	50	25 mm <sup>2</sup> X 500 mm X 1 Run	95	25 mm <sup>2</sup> X 500 mm X 1 Run	120	25 mm <sup>2</sup> X 500 mm X 1 Run	150	25 mm <sup>2</sup> X 500 mm X 1 Run	Additionally, 1 no's Al long barrel lugs with sealing sleeves / mastic for armor back fold earth bonding.		Size of HT AB cable	Al long barrel lugs size	50	95 mm <sup>2</sup>	95	95 mm <sup>2</sup>	120	95 mm <sup>2</sup>
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11	Tinned copper wire mesh for earthing	<ul style="list-style-type: none"> <li>Min 2.5mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length of the copper wire mesh shall be provided in BoM submission.</li> </ul>	
12	Tinned copper binding wire, worm drive clip / jubilee clip	<ul style="list-style-type: none"> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel</li> </ul>	
13	Sub-kit components	<ul style="list-style-type: none"> <li>Monoplast tape;</li> <li>PVC tape;</li> <li>Al oxide cloth;</li> <li>Cleaning liquid pouch;</li> <li>Nylon string;</li> <li>Silicone grease;</li> <li>Instruction manual;</li> <li>Disposable PE gloves;</li> <li>Other necessary items (As per OEM design)</li> </ul>	
14	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>	

### 3. Components of Straight Through Jointing Kit:

**Note** – Heat shrinkable insulating tube/ sleeves

- Surface of material** – Shall be smooth and free from protrusion, voids and nicks.
- Recovered thickness** – Recovered thickness of insulation tubes over ferrule or connector circumference shall not be less than **4.32 mm** at any point of measurement.
- Wall thickness ratio** (before recovery) – of all sleeves/tubes shall not be less than **60%** at any two points of measurement.

#### A. For 3 core XLPE cables –

Sl. no	Components	Requirement
1	Tinned coated Mechanical connector / Compression ferrule	<p><b><u>Mechanical connector:</u></b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium</li> <li>Type Tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul> <p><b><u>Compression Ferrule:</u></b></p> <ul style="list-style-type: none"> <li>Material: 99% Electrolytic grade Aluminium with Anti- corrosive paste</li> <li>Shape: As per IS 8308</li> <li>Dimensions as per Annexure-I of this Specification</li> <li>Conductivity of ferrules shall be as per IS 8309: 2003.</li> </ul>

		<ul style="list-style-type: none"> <li>Conductivity of Aluminium shall be min. 60% of IACS.</li> <li>Crimping marking shall be there in the Al ferrule.</li> </ul>																								
2	Stress control tube, insulation & Insulation screen <b>(Tubing's set per phase)</b>	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>For 11kV joints, <b>maximum two / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>																								
3	End sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 6 no's</li> </ul>																								
4	Stress grading mastic tape (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>It should be provided for both connector portion and semicon portion.</li> <li>Volume resistivity of stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>Sufficient quantity shall be provided.</li> </ul>																								
5	Water resistant sealing mastic tape shall also be provided for end sealing in straight through kit.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water / humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>																								
6	Water sealing mastic for earthling area.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water / humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>																								
7	Tinned coated copper braid for GI armor Continuity	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper braid shall be provided for armor continuity.</li> <li>For proper armor continuity, the copper braid must be of sufficient length to ensure a secure connection. It should be backfolded and positioned above the breakouts on both sides of the straight-through joint, and must not pass through the breakouts themselves, it shall be wrapped over armor circumference beneath the copper braid. Length need to specify in the BoM.</li> <li>Wrap tinned copper wire mesh with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</li> </ul> <table border="1" data-bbox="586 1486 1521 1896"> <thead> <tr> <th>Type of cable</th> <th colspan="2">Details of Armourd continuity</th> </tr> <tr> <td rowspan="9">3C cables</td> <th>Size of cables</th> <th>Size of copper braid</th> </tr> </thead> <tbody> <tr> <td>35 mm<sup>2</sup> cable</td> <td>25 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>70 mm<sup>2</sup> cable</td> <td>25 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>95 mm<sup>2</sup> cable</td> <td>25 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>120 mm<sup>2</sup> cable</td> <td>25 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>150 mm<sup>2</sup> cable</td> <td>50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>185 mm<sup>2</sup> cable</td> <td>50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>240 mm<sup>2</sup> cable</td> <td>50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>300 mm<sup>2</sup> cable</td> <td>50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>400 mm<sup>2</sup> cable</td> <td>50 mm<sup>2</sup> X 1 Run</td> </tr> </tbody> </table>	Type of cable	Details of Armourd continuity		3C cables	Size of cables	Size of copper braid	35 mm <sup>2</sup> cable	25 mm <sup>2</sup> X 1 Run	70 mm <sup>2</sup> cable	25 mm <sup>2</sup> X 1 Run	95 mm <sup>2</sup> cable	25 mm <sup>2</sup> X 1 Run	120 mm <sup>2</sup> cable	25 mm <sup>2</sup> X 1 Run	150 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	185 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	240 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	300 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	400 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run
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8	Tinned coated copper braid as a leakage current collector	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>1R x 7 mm<sup>2</sup> x 150 mm per core shall be provided.</li> <li>Qty – 6 no's</li> </ul>																								

9	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper mesh shall be provided for screen continuity shall be provided on both sides of armor circumference beneath the copper braid.</li> <li>Min 2.5mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length – As per requirement</li> </ul>
10	GI wire mesh	<ul style="list-style-type: none"> <li>Mechanical protection shall be provided in GI armored cables by means of heavily zinc coated GI mesh as per IS 4826</li> </ul>
11	Anti – tracking Breakouts	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance as per ENA TS 09 – 13.</li> <li>Adhesive coated breakout shall be provided on outer sheath at both sides on the cable to prevent water ingress.</li> <li>Qty – 2nos</li> </ul>
12	Wrap around insulating tube/Sleeve as outer most tube	<ul style="list-style-type: none"> <li>Material – Cross-linked polyolefin (Heat Shrinkable) as a waterproof seal.</li> <li>Shape – Wrap around form with hot-melt adhesive liner on the inner surface of the sleeve (Upon heating, the sleeve shrinks and the adhesive melts, creating a water-tight bond between the sleeve and the cable).</li> <li>Stainless steel channel shall be provided along the wrap around to close the sleeve during installation.</li> <li>Excellent mechanical and corrosion protection, and atmospheric sealing.</li> <li>High split resistance.</li> </ul> <p><b>Note –</b></p> <ul style="list-style-type: none"> <li>Overlapping of wrap around sleeve is not acceptable.</li> <li>Additionally, adhesive coated sleeves approx. 300 mm length shall be provided at ferrule joint area beneath the wrap around sleeve.</li> </ul>
13	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, GI solid collet	<ul style="list-style-type: none"> <li>Constant pressure roll shall be provided for screen connection as per compatible size. (Qty – 6no's)</li> <li>GI Solid Collet dia as per cable OD. (2 no's)</li> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel/GI (Qty – 6 no's)</li> </ul>
14	Sub kit components	<ul style="list-style-type: none"> <li>Al oxide cloth</li> <li>Cleaning cloth</li> <li>Cleaning liquid pouch</li> <li>Instruction manual</li> <li>Nylon string</li> <li>Silicone grease</li> <li>PVC tape</li> <li>Disposable PE gloves</li> <li>Other necessary items (As per OEM design)</li> </ul>
15	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM(during pre bid) with dimensions of each size and quantity of all components</li> </ul>

	<ul style="list-style-type: none"> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>
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**B. For 1 core XLPE cables –**

Sl. no	Components	Requirement						
1	Tinned coated Mechanical connector / Compression ferrule	<p><b>Mechanical connector:</b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium</li> <li>Type Tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul> <p><b>Compression Ferrule:</b></p> <ul style="list-style-type: none"> <li>Material: 99% Electrolytic grade Aluminium with Anti- corrosive paste</li> <li>Shape: As per IS 8308</li> <li>Dimensions as per Annexure-I of this Specification</li> <li>Conductivity of ferrules shall be as per IS 8309: 2003.</li> <li>Conductivity of Aluminium shall be min. 60% of IACS.</li> <li>Crimping marking shall be there in the Al ferrule.</li> </ul>						
2	Stress control tube, insulation & Insulation screen (Tubing's set per phase)	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>For 11kV joints, <b>maximum two / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>						
3	End sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 2 no's</li> </ul>						
4	Stress grading mastic tape (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>It should be provided for both connector portion and semico portion.</li> <li>Volume resistivity of stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>Sufficient quantity shall be provided.</li> </ul>						
5	Water resistant sealing mastic tape shall also be provided for end sealing in straight through kit.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water / humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>						
6	Water sealing mastic for earthling area.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water / humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>						
7	Ferrule for AL armored continuity	<ul style="list-style-type: none"> <li>Aluminum armor continuity shall be done using 2 nos. long barrel type of suitable size. ferrules respectively.</li> </ul> <table border="1" data-bbox="586 1940 1531 2007"> <thead> <tr> <th>Type of cable</th> <th colspan="2">Details of Armourd continuity</th> </tr> </thead> <tbody> <tr> <td>1 core</td> <td>Size of cables</td> <td>Ferrule size</td> </tr> </tbody> </table>	Type of cable	Details of Armourd continuity		1 core	Size of cables	Ferrule size
Type of cable	Details of Armourd continuity							
1 core	Size of cables	Ferrule size						

			70 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			95 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			120 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			150 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			185 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			250 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			300 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			400 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			630 mm <sup>2</sup> cables	150 mm <sup>2</sup>
			1000 mm <sup>2</sup> cables	185 mm <sup>2</sup>
8	Tinned Copper wire mesh	<ul style="list-style-type: none"> <li>Min 2.5mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>In 1C Aluminium armored cables, for mechanical protection, copper wire mesh shall be provided.</li> <li>Length shall be provided in BOM submission.</li> </ul>		
9	Wrap around insulating tube / Sleeve as outer most tube	<ul style="list-style-type: none"> <li>Material: Cross-linked polyolefin (Heat Shrinkable) as a waterproof seal.</li> <li>Shape: Wrap around form with hot-melt adhesive liner on the inner surface of the sleeve (Upon heating, the sleeve shrinks and the adhesive melts, creating a water-tight bond between the sleeve and the cable).</li> <li>Stainless steel channel shall be provided along the wrap around to close the sleeve during installation.</li> <li>Excellent mechanical and corrosion protection, and atmospheric sealing.</li> <li>High split resistance.</li> </ul> <p>Note –</p> <ul style="list-style-type: none"> <li>Overlapping of wrap around sleeve is not acceptable.</li> <li>Additionally, adhesive coated sleeves approx. 300 mm length shall be provided at ferrule joint area beneath the wrap around sleeve.</li> </ul>		
10	Tinned copper binding wire, worm drive clip / jubilee clip, Constant pressure roll, AL back up ring	<ul style="list-style-type: none"> <li>Compatible aluminium support ring. (Qty – 2 no's)</li> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel/GI (Qty – 4)</li> <li>Constant pressure roll shall be provided for screen connection as per compatible size. (Qty – 2)</li> </ul>		
11	Sub kit components	<ul style="list-style-type: none"> <li>Al oxide cloth</li> <li>Cleaning cloth</li> <li>Cleaning liquid pouch</li> <li>Instruction manual</li> <li>Nylon string</li> <li>Silicone grease,</li> <li>PVC tape</li> <li>Disposable PE gloves</li> </ul>		

		<ul style="list-style-type: none"> <li>Other necessary items (as per OEM design requirements)</li> </ul>
12	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM (during pre-bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>

## C. For HT AB cables

Sl. no	Components	Requirement								
1	Tinned coated Mechanical connector / Compression ferrule	<p><b>Compression Ferrule:</b></p> <ul style="list-style-type: none"> <li>Material: 99% Electrolytic grade Aluminium with Anti- corrosive paste</li> <li>Shape: As per IS 8308</li> <li>Dimensions as per Annexure-I of this Specification</li> <li>Conductivity of ferrules shall be as per IS 8309: 2003.</li> <li>Conductivity of Aluminium shall be min. 60% of IACS.</li> <li>Crimping marking shall be there in the Al ferrule.</li> </ul>								
2	Stress control tube, insulation & Insulation screen <b>(Tubing's set per phase)</b>	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>For 11kV joints, <b>maximum two / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>								
3	End sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 2 no's</li> </ul>								
4	Outer Insulating tube with adhesive	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 2 no's</li> </ul>								
5	Stress grading mastic tape (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>It should be provided for both connector portion and semicon portion.</li> <li>Volume resistivity of stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>Sufficient quantity shall be provided.</li> </ul>								
6	Water resistant sealing mastic tape shall also be provided for end sealing in straight through kit.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>								
7	Water sealing mastic for earthing area.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>								
8	Wire mesh / Ferrule for AL armored continuity	<ul style="list-style-type: none"> <li>Wrap tinned copper wire mesh with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</li> </ul> <table border="1" data-bbox="586 1871 1510 2016"> <thead> <tr> <th></th> <th>HT AB cable size</th> <th>Wire mesh size</th> </tr> </thead> <tbody> <tr> <td rowspan="3"><b>For Copper tape screened HT ABC</b></td> <td>50</td> <td rowspan="3">Continuity of armor shall be through 2.5 sq.mm. copper wire</td> </tr> <tr> <td>95</td> </tr> <tr> <td>120</td> </tr> </tbody> </table>		HT AB cable size	Wire mesh size	<b>For Copper tape screened HT ABC</b>	50	Continuity of armor shall be through 2.5 sq.mm. copper wire	95	120
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			HT AB cable size	Wire mesh size	
		<b>For Armoured HT ABC</b>	50	Continuity of armor shall be through 2.5 sq.mm. copper wire mesh.	
			95		
			120		
			150		
			2 no's aluminum ferrules shall be provided for armoured continuity.		
				HT AB cable size	Ferrual size
				50	50 mm <sup>2</sup>
				95	50 mm <sup>2</sup>
	120	50 mm <sup>2</sup>			
	150	50 mm <sup>2</sup>			
9	Tinned Copper wire mesh	<ul style="list-style-type: none"> <li>Min 2.5mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>In 1C Aluminium armored cables, for mechanical protection, copper wire mesh shall be provided as mentioned in SL. No 11.</li> <li>Length shall be provided in BOM submission.</li> </ul>			
10	Tinned copper binding wire, Worm drive clip/ Jubilee clip	<ul style="list-style-type: none"> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel/GI (Qty – 2)</li> </ul>			
11	Sub kit components	<ul style="list-style-type: none"> <li>Al oxide cloth</li> <li>Cleaning liquid pouch</li> <li>Nylon string</li> <li>Silicone grease</li> <li>PVC tape</li> <li>Instruction manual</li> <li>Cleaning cloth</li> <li>Disposable PE gloves</li> <li>Other necessary items (as per OEM design requirements)</li> </ul>			
12	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM(during pre bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>			

**D. Transition joint, (Pilca to XLPE)**

Sl. no	Components	Requirement
1	Tinned coated Mechanical connector	<p><b>Mechanical connector:</b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium Alloy mechanical connector blocked type</li> <li>Type Tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul>
2	Stress control tube,	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> </ul>

	insulation & Insulation screen <b>(Tubing's set per phase)</b>	<ul style="list-style-type: none"> <li>The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>For 11kV joints, <b>maximum two / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>						
3	Insulating transparent tube (oil barrier tube)	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 3 no's</li> </ul>						
4	Dual wall tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 3 no's</li> </ul>						
5	Nested & end sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 6 no's</li> </ul>						
6	Semiconducting tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 3 no's</li> </ul>						
7	Insulating tube over belt	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 1 no's</li> </ul>						
8	Outer insulating tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 1 no's</li> </ul>						
9	Wrap around sleeve with channel set adhesive.	<ul style="list-style-type: none"> <li>Size &amp; qty – As per requirement</li> </ul>						
10	Stress grading mastic tape	<ul style="list-style-type: none"> <li>It should be provided for both connector portion and semicon portion, cable crunch points.</li> <li>Volume resistivity of stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>Wedge set</li> <li>Sufficient quantity shall be provided.</li> </ul>						
11	Water resistant sealing mastic tape shall also be provided for end sealing in straight through kit.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>						
12	Water sealing mastic for earthling area.	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>						
13	Tinned coated copper braid for GI armor Continuity	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper braid shall be provided for armor continuity.</li> <li>For proper armor continuity, the copper braid must be of sufficient length to ensure a secure connection. It should be backfolded and positioned above the breakouts on both sides of the straight-through joint, and must not pass through the breakouts themselves, it shall be wrapped over armor circumference beneath the copper braid. Length should be mentioned in the BoM.</li> <li>Wrap tinned copper wire mesh with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</li> </ul>						
		<table border="1"> <thead> <tr> <th>Type of cable</th> <th colspan="2">Details of Armourd continuity</th> </tr> </thead> <tbody> <tr> <td>3C cables</td> <td>Size of cables</td> <td>Size of copper braid</td> </tr> </tbody> </table>	Type of cable	Details of Armourd continuity		3C cables	Size of cables	Size of copper braid
Type of cable	Details of Armourd continuity							
3C cables	Size of cables	Size of copper braid						

			150 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run
			185 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run
			240 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run
			300 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run
			400 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run
14	Tinned coated copper braid as a leakage current collector	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>1R x 7 mm<sup>2</sup> x 150 mm per core shall be provided.</li> <li>Qty – 3 no's</li> </ul>		
15	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper mesh shall be provided for screen continuity shall be provided on both sides of armor circumference beneath the copper braid.</li> <li>Min 2.5mm<sup>2</sup> tinned copper mesh shall be provided on armor circumference beneath the copper braid.</li> <li>Length – As per requirement</li> </ul>		
16	GI wire mesh	<ul style="list-style-type: none"> <li>Mechanical protection shall be provided in GI armored cables by means of heavily zinc coated GI mesh as per IS 4826</li> </ul>		
17	Anti – tracking Breakouts for XLPE side	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Fire resistant &amp; weather resistance as per ENA TS 09 – 13.</li> <li>Adhesive coated breakout shall be provided on outer sheath at both sides on the cable to prevent water ingress.</li> <li>Qty – 1 nos;</li> </ul>		
18	Semi conducting breakout for pilca side	<ul style="list-style-type: none"> <li>Heat shrinkable</li> <li>Qty – 1 nos;</li> </ul>		
19	Breakout finger sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable</li> <li>Qty – As per requirement</li> </ul>		
20	Other necessary items	<ul style="list-style-type: none"> <li>Tinned copper binding wire</li> <li>Worm drive clip/ Jubilee clip of stainless steel/GI (Qty – 4 no's)</li> <li>GI Solid Collet dia as per cable OD. (1 no's)</li> <li>Constant pressure roll shall be provided for screen connection as per compatible size. (Qty – 4no's)</li> </ul>		
21	Sub kit components	<ul style="list-style-type: none"> <li>Al oxide cloth</li> <li>Tinned copper binding wire</li> <li>Cleaning liquid pouch</li> <li>Cleaning cloth</li> <li>PVC tape</li> <li>Nylon string</li> <li>Silicone grease</li> <li>Instruction manual</li> <li>Disposable PE gloves</li> <li>Other necessary items (as per OEM design requirements)</li> </ul>		
22	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM(during pre bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>		

## E. Single phase repair joint

Sl/no	Components	Requirement												
1	Tinned coated Mechanical connector	<p><b>Mechanical connector:</b></p> <ul style="list-style-type: none"> <li>Tinned coated Aluminium</li> <li>It shall be long barrel type</li> <li>It should be with anti-corrosive paste</li> <li>Type Tested as per IEC 61238(part1):2003</li> <li>Dimensions shall be as annexure-I of this specification.</li> <li>Approved make NILED, PFISTERER, NEXANS, TYCO, ECC, 3M, MELEC, RAYCHEM</li> </ul>												
2	Stress control tube, insulation & Insulation screen (Tubing's set per phase)	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>The Heat Shrink Cable Joints should reinstate the cable insulation and screen using minimum no of interface.</li> <li>For 11kV joints, <b>maximum two / Preferable no of Heat shrink tubing's</b> shall be used for reinstating the stress control, insulation and Insulation screen.</li> </ul>												
5	Nested & end sealing tube	<ul style="list-style-type: none"> <li>Heat shrinkable.</li> <li>Qty – 2;</li> </ul>												
6	<b>Stress grading mastic</b> tape for semicon area. (Yellow mastic or OEM design color)	<ul style="list-style-type: none"> <li>Volume resistivity of Stress grading mastic shall not be less than volume resistivity of insulating tube as specified in ENA TS 09-13.</li> <li>Sufficient quantity shall be provided.</li> </ul>												
7	<b>Water sealing mastic tape</b> for earthing area. (black mastic or OEM design color)	<ul style="list-style-type: none"> <li>Mastic tape shall be electrically insulating and water/humidity resistant.</li> <li>Sufficient quantity shall be provided.</li> </ul>												
8	Tinned coated copper braid for GI armor Continuity	<ul style="list-style-type: none"> <li><b>Tinned coated copper braid</b> for GI armor continuity:</li> <li>Uniformly tinned coated copper braid shall be provided for armor continuity.</li> <li>Wrap <b>tinned copper wire mesh</b> with 50% overlap around the joint area and continue 25mm over the copper screen on both sides.</li> <li>Uniformly tinned coated wire mesh shall be provided for armor continuity.</li> <li><b>Tinned copper braid shall be provided for wrapping over armor circumference beneath the copper braid and braid size shall be as below:</b></li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Armoured continuity</th> </tr> <tr> <th style="width: 50%;">Size of cables</th> <th style="width: 50%;">Size of copper braid</th> </tr> </thead> <tbody> <tr> <td>120 mm<sup>2</sup> cable</td> <td>50 mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>150 mm<sup>2</sup> cable</td> <td>70mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>185 mm<sup>2</sup> cable</td> <td>70mm<sup>2</sup> X 1 Run</td> </tr> <tr> <td>240 mm<sup>2</sup> cable</td> <td>70mm<sup>2</sup> X 1 Run</td> </tr> </tbody> </table>	Armoured continuity		Size of cables	Size of copper braid	120 mm <sup>2</sup> cable	50 mm <sup>2</sup> X 1 Run	150 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run	185 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run	240 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run
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		300 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run
		400 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run
		500 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run
		630 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run
		1000 mm <sup>2</sup> cable	70mm <sup>2</sup> X 1 Run
9	Tinned coated copper braid for screen continuity	<ul style="list-style-type: none"> <li>Leakage current collector tinned copper braid</li> <li>7 mm<sup>2</sup> x 150 mm – 6 nos for 3 Core cables only.</li> </ul>	
10	Tinned copper wire mesh	<ul style="list-style-type: none"> <li>Uniformly tinned coated copper braid shall be provided for screen continuity &amp; armored continuity.</li> <li>Minimum 2.5mm<sup>2</sup> tinned copper mesh shall be provided on both sides of armor circumference beneath the copper braid.</li> <li>Length of copper wire mesh shall be provided in BOM submission</li> </ul>	
11	GI wire mesh	<ul style="list-style-type: none"> <li>Mechanical protection shall be provided in GI armored cables by means of heavily zinc coated GI mesh as per IS 4826</li> <li>In 1C Aluminium armored cables, for mechanical protection, copper wire mesh shall be provided.</li> <li>Length shall be provided in BOM submission.</li> </ul>	
12	Wrap around insulating tube / Sleeve as outer most tube (Qty – 3)	<ul style="list-style-type: none"> <li>Material: Cross-linked polyolefin (Heat Shrinkable) as a waterproof seal.</li> <li>Shape: Wrap around form with hot-melt adhesive liner on the inner surface of the sleeve (Upon heating, the sleeve shrinks and the adhesive melts, creating a water-tight bond between the sleeve and the cable).</li> <li>Stainless steel channel shall be provided along the wrap around to close the sleeve during installation.</li> <li>Excellent mechanical and corrosion protection, and atmospheric sealing.</li> <li>High split resistance.</li> <li><b>Note –</b></li> <li>Overlapping of wrap around sleeve is not acceptable.</li> <li>Additionally, adhesive coated sleeves approx. 300 mm length shall be provided at ferrule joint area beneath the wrap around sleeve.</li> </ul>	
13	Other necessary items	<ul style="list-style-type: none"> <li>Tinned copper binding wire</li> <li>Al back up ring (Qty – 2)</li> <li>Worm drive clip/ Jubilee clip of SS/GI (Qty – 4;)</li> </ul>	
14	Sub kit components	<ul style="list-style-type: none"> <li>Monoplast tape</li> <li>Al oxide cloth</li> <li>Cleaning liquid pouch</li> <li>Nylon string;</li> <li>Silicone grease,</li> <li>PVC tape</li> <li>Instruction manual</li> <li>Disposable PE gloves</li> </ul>	

<b>Central Engineering Services</b>		<b>TECHNICAL SPECIFICATION FOR</b> <b>11 kV Heat Shrinkable Straight Through Joint &amp; termination</b>  <b>Page - 24 / 34</b>
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		<ul style="list-style-type: none"> <li>Other necessary items (as per OEM design requirements)</li> </ul>
15	Submission of BOM and instruction sheet	<ul style="list-style-type: none"> <li>Participating bidder shall submit BOM(during pre bid) with dimensions of each size and quantity of all components</li> <li>BOM shall be approved during tender evaluation and during GTP approval</li> <li>Instruction sheet should be submitted in each kit.</li> </ul>

## 6. MARKING:

Following details shall be printed in the box:

- Manufacture’s name and address.
- Month & Year of Manufacturing
- Voltage Grade
- PO No. with date
- “TPCODL/ TPWODL/ TPNODL/ TPSODL/TPDDL/TPADL/Tata power Mumbai” Name
- Material code

HS Sleeves/tubes and breakout components shall be embossed with:

- Manufacture’s name and address.
- Month & Year of Manufacturing
- Batch No. / Lot No.
- Shrink Ratio
- Size
- Type
- “TPCODL/ TPWODL/ TPNODL/ TPSODL/TPDDL/TPADL/Tata power Mumbai” Name

## 7. TESTS:

All Routine, Acceptance & Type tests shall be carried out in accordance with the Relevant IS/IEC/ ENA TS 09-13. All the components shall also be type tested as per the relevant standards mentioned below. Following tests shall be necessarily conducted on the Joint and Termination Kits In addition to others specified in IS/IEC/ENA-TS 09-13 standards:

### 1. ACCEPTANCE TESTS:

Test	Clause No.	Reference Standard
Visual inspection	3.15	ENA -TS 09-13
Physical verification of kit contents and dimensions	As per TPCODL/TPWODL/TPNODL/TPSODL/TPDDL/TPADL/Tata power Mumbai approved BOM	
<b>Electric Strength test</b> (Insulating tube & non-tracking tube)	3.4	ENA -TS 09-13
<b>Ultimate Elongation tests</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Tensile Strength</b> (Insulating tube, stress	3.12	ENA -TS 09-13

control tube, non-tracking tube)		
<b>Volume Resistivity</b> (Insulating tube, stress control tube, non-tracking tube)	3.16	ENA -TS 09-13
<b>Wall thickness ratio</b> (Recovered / Expanded) (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Expanded and recovered diameters</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Longitudinal change after recovery</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Heat shock test</b> (Insulating tube, stress control tube, non-tracking tube)	3.7.1/3.7.2	ENA -TS 09-13
<b>Low temperature flexibility</b> (Insulating tube, stress control tube, non-tracking tube)	4.5	ENA -TS 09-13
Insulation build up thickness after shrink on Ferrule	8.1	IS 10810 -6
Flame retardant test on anti-tracking tubes	3.5.1/ 3.5.2	ENA -TS 09-13
Area measurement of tinned copper braids <b>(Area of one wire x no. of wires x no.of carriers)</b>	As per TPCODL / TPWODL / TPNODL / TPSODL/TPDDL/TPADL/ Tata power Mumbai specification/approved BOM	
Conductivity test on ferrules / lugs	8.3	IS 8309
Uniformity of zinc coating on GI mesh (Manufacturer's TC to be provided)	4.1	IS 2633
Tracking resistance (No tracing erosion on top surface / flash failure after 1 hr 2.5kV, 1 hr 2.75kV)	3.14	ENA-TS-09-13

## 2. ROUTINE TESTS

Test	Clause No.	Reference Standard
Visual inspection of tubing and moulded components for free from pin holes, cracks, nicks, protrusion and other defects	3.15	ENA -TS 09-13
Dimension check	As per TPCODL / TPWODL / TPNODL / TPSODL / TPDDL / TPADL / Tata power Mumbai specification/approved BOM	
Electric Strength	3.4	ENA -TS 09-13
Ultimate Elongation	3.12	ENA -TS 09-13
Tensile Strength	3.12	ENA -TS 09-13
Volume Resistivity	3.16	ENA -TS 09-13
Wall thickness ratio	3.3	ENA -TS 09-13
Expanded and recovered diameters of tubes	3.3	ENA -TS 09-13

**3. TYPE TESTS:****A. Terminations & Straight Through joints**

Test	Clause No.	Reference Standard
Conductor resistance with Ferrule / Lugs / Mechanical connectors	4.1	IS 13573(Part-2)
AC Voltage withstand Test (Air)	4.2	IS 13573(Part-2)
AC Voltage withstand test (under wet conditions) (for outdoor termination only)	4.2	IS 13573(Part-2)
Partial Discharge	7.0	IS 13573(Part-2)
Impulse voltage test	6	IS 13573(Part-2)
Heat Cycle test in air and water	9.1 and 9.2	IS 13573(Part-2)
Thermal Short Circuit Test for Screen	10	IS 13573(Part-2)
Thermal Short Circuit Test for Conductor	11	IS 13573(Part-2)
DC Voltage Withstand	5	IS 13573(Part-2)
Dynamic short circuit test	12	IS 13573(Part-2)
Thermal Endurance test	IEC 60216 part 2 & 8	
Salt fog test (Only for Outdoor terminations)	13	IS 13573(Part-2)

**B. Kit Components For Tubing and Moulded Components**

Test	Clause No.	Reference Standard
<b>Corrosion Resistance</b> (Insulating, Stress Control, Anti Tracking)	3.1	ENA -TS 09-13
<b>Density</b> (Insulating, Stress Control, Anti Tracking)	3.2	ENA -TS 09-13
<b>Dimensions</b> (Insulating, Stress Control, Anti Tracking)	3.3	ENA -TS 09-13
<b>Electric Strength</b> (Insulating, Anti Tracking)	3.4	ENA -TS 09-13
<b>Flame Retardance</b> ( Anti Tracking)	3.5	ENA -TS 09-13
<b>Heat Shock</b> (Insulating, Stress Control, Anti Tracking)	3.7	ENA -TS 09-13
<b>Low temperature flexibility</b> (Insulating, Stress Control, Anti Tracking)	3.8	ENA -TS 09-13
<b>Relative Permittivity</b> (Insulating, Stress Control, Anti Tracking)	3.9	ENA -TS 09-13
<b>Tensile strength and Ultimate elongation</b> (Insulating, Stress Control, Anti Tracking)	3.12	ENA -TS 09-13
<b>Thermal Ageing</b> (Insulating, Stress Control, Anti Tracking)	3.13	ENA -TS 09-13
<b>Tracking Resistance</b> (Anti Tracking)	3.14	ENA -TS 09-13
<b>Visual Examination</b> (Insulating, Stress Control, Anti Tracking)	3.15	ENA -TS 09-13

<b>Volume Resistivity</b> (Insulating, Stress Control, Anti Tracking)	3.16	ENA -TS 09-13
<b>Water Absorption</b> (Insulating, Stress Control, Anti Tracking)	3.17	ENA -TS 09-13

**C. For Mechanical connectors & lugs:**

Test	Reference Standard
Mechanical Pull Test	IEC 61238, part - 1
Heat cycle Test (1000 Nos.)	IEC 61238, part - 1
Short circuit Test	IEC 61238, part - 1

**D. For Compression Lugs, Compression Ferrules:**

Test	Reference Standard
Conductivity test	IS 8309

**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 / Lab having accreditation from ILAC Signatory under exceptional circumstances after due diligence** as per relevant IS. Type tests should have been conducted during the period not exceeding 5 years (As per CEA guideline) 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/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai.

**9. PRE-DISPATCH INSPECTION:**

The material shall be subject to inspection by a duly authorized representative of the TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power mumbai. 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/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power mumbai representatives at all times when the work is in progress. Inspection by the TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power mumbai 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/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power mumbai.

**Following documents shall be sent along with material.**

- Test reports
- MDCC issued by TPCODL/TPWODL/TPNODL/TPSODL
- TPCODL/TPWODL/TPNODL/TPSODL Invoice in duplicate
- Packing list
- Drawings & catalogue
- Guarantee / Warrantee card

- Delivery Challan
- Other Documents (as applicable).

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

The material received at TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power mumbai 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. 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 60 months from the date of commissioning or 66 months from the date of last supplies made under the contract whichever is later.

Further Bidder shall also stand guarantee towards poor workmanship in installation of straight through joint and terminations installed by bidder's jointer up to 60 months from the date of installation.

Bidder shall be liable to undertake to replace/rectify such defects at own costs, within mutually agreed time frame, and to the entire satisfaction of TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai, failing which TPCODL/ TPWODL/ TPNODL/ TPSODL/ TPDDL/ TPADL /Tata power Mumbai shall be at liberty to get it replaced/rectified at bidder's risks and costs and recover all such expenses plus the Company's own charges (@ 20% of expenses incurred), from the bidder or from the "Security cum Performance Deposit" as the case may be. Bidder 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.

#### 12. PACKING AND TRANSPORT:

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.

The material used for packing shall be environmentally friendly. Each component shall be supplied in a single package as a complete kit for 1 termination/ joint.

#### 13. TENDER SAMPLE:

Bidder shall submit the sample of material during submission of Bids.

#### 14. TRAINING:

Detailed installation instruction with drawings for all joints and termination shall be provided by bidder with tender documents in Odia, Hindi & English. Updated installation manual shall be provided in the kit. Hands on training shall be conducted annually at our site location for BA & TATA power jointers. Bidder shall provide installation/ Operational services at site.

#### 15. 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.

#### 16. TESTING FACILITIES:

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

#### 17. 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.

#### 18. SPARES, ACCESSORIES AND TOOLS

Not applicable.

#### 19. DRAWINGS AND DOCUMENTS:

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

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

#### 20. SCHEDULE- "A" GUARANTEED TECHNICAL PARTICULARS:

**A. Assembled jointing kit components shall perform without distress in system with parameters (mentioned below):**

S. No	Parameter	Units	To be Furnished by Bidder
1	Max Withstand System Voltage	KV	
2	Partial Discharge at 1.73 Uo	pC	
3	Impulse Peak Withstand	KV	
4	Continuous operation withstand Temperature	°C	
	Short Circuit withstand temperature	°C	
5	Withstand short circuit current	KA/1Sec	
6	Storage Temperature Range	°C	
7	Shelf life of kit components excluding mastic and solution	Years	
8	Shelf life of mastic and solution	Years	

**B. General Technical Particular for Heat Shrinkable Insulation Tubing/Sleeves/Wrap around Sleeve:**

S. No	Parameter	To be Furnished by Bidder
1	Visual Examination	
2	Wall thickness Ratio	
3	Internal dia of tube after full recovery	
4	Longitudinal change	
5	Electric Strength	
6	Tensile Strength	
7	Ultimate Elongation	
8	Heat Shock	
9	Low Temperature Flexibility	
10	Tracking Resistance	
11	Volume Resistivity	
12	Flame Retardant (Applicable only for Anti tracking Tubes/ sleeves)	

**C. General Technical Particular for Heat Shrinkable Moulded Components/Breakouts/Weather Sheds:**

S. No	Parameter	To be Furnished by Bidder
1	Visual Examination	
2	Wall thickness Ratio	
3	Internal dia of tube after full recovery	
4	Longitudinal change	
5	Electric Strength	
6	Tensile Strength	
7	Ultimate Elongation	
8	Heat Shock	
9	Low Temperature Flexibility	
11	Volume Resistivity	
12	Flame Retardant (for anti-tracking moulded components)	

D. **Bill of material** – Bidder needs to submit the Bill of material mentioning the complete details of each items as per the technical specification.

**21. 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

Central Engineering Services



TECHNICAL SPECIFICATION FOR

11 kV Heat Shrinkable Straight  
Through Joint & termination

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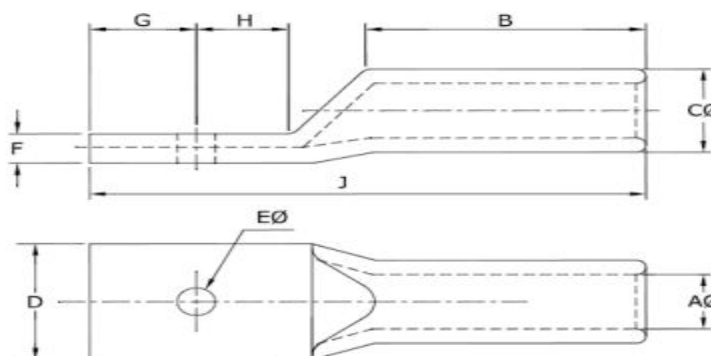
We confirm that there are no deviations apart from those detailed above.

Seal of the Company:

Signature  
Designation

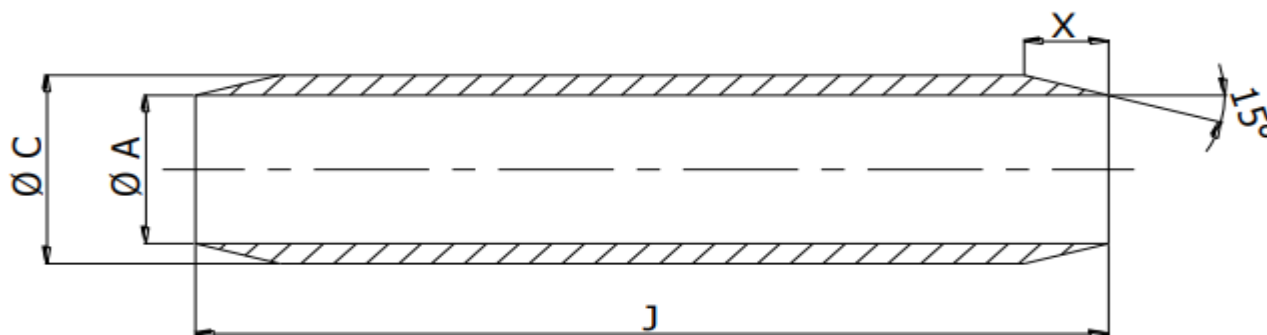
Annexure 1

Crimping Aluminum lug:



Sl/No	Size	E	A	C	D	F	B	K	H	G	J
1	35	-	-	-	-	-	-	-	-	-	-
2	50	-	-	-	-	-	-	-	-	-	-
3	70	10.2	10.2	14.5	20.5	4.3	62	8	13	13	96
4	95	12.7	12	16.9	23.5	4.9	73	8	14	14	109
5	120	17.0	13.7	19.0	26.5	5.3	73	11	15	15	114
6	150	17.0	15.1	21.1	29.5	6.0	83	11	17	17	128
7	185	17.0	16.6	23.9	33.0	7.3	83	12	18	18	131
8	240	17.0	19.3	27.2	37.5	7.9	86	14	22	22	144
9	300	17.0	21.8	30.2	42.0	8.4	89	14	27	27	157
10	400	20.3	25.0	34.8	48.0	9.8	113	13	30	30	187
11	630	17.5	31.7	44.4	61.0	12.7	140	16	34	34	225
12	1000	-	41	56.0	77.5	15.0	160	30	45	45	280

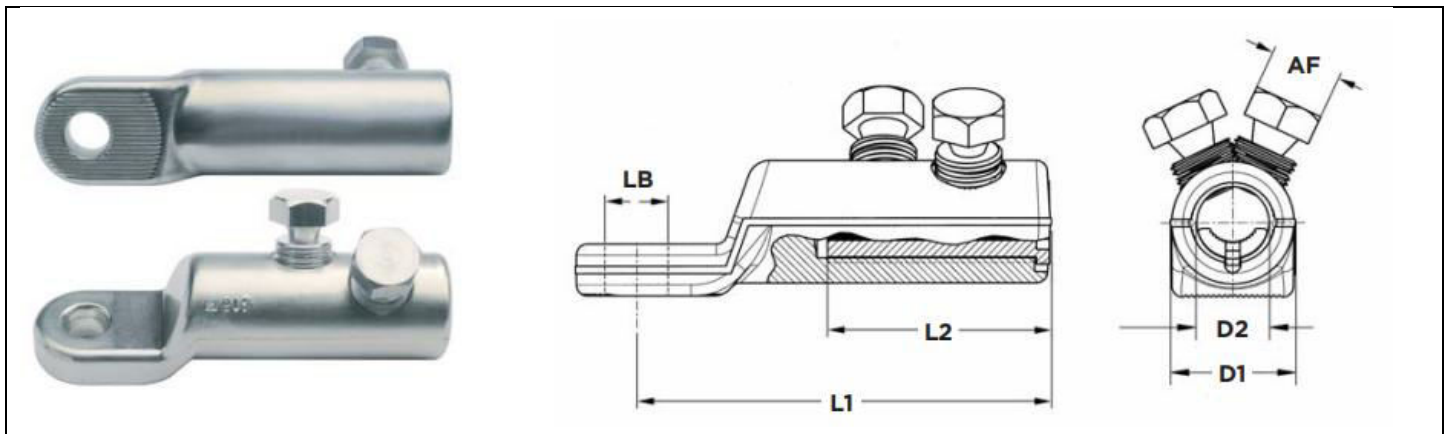
Crimping ferrule:



Sl/No	Size	A	C	J	X
1	35	-	-	-	-
2	50	10.1	13.5	100	8

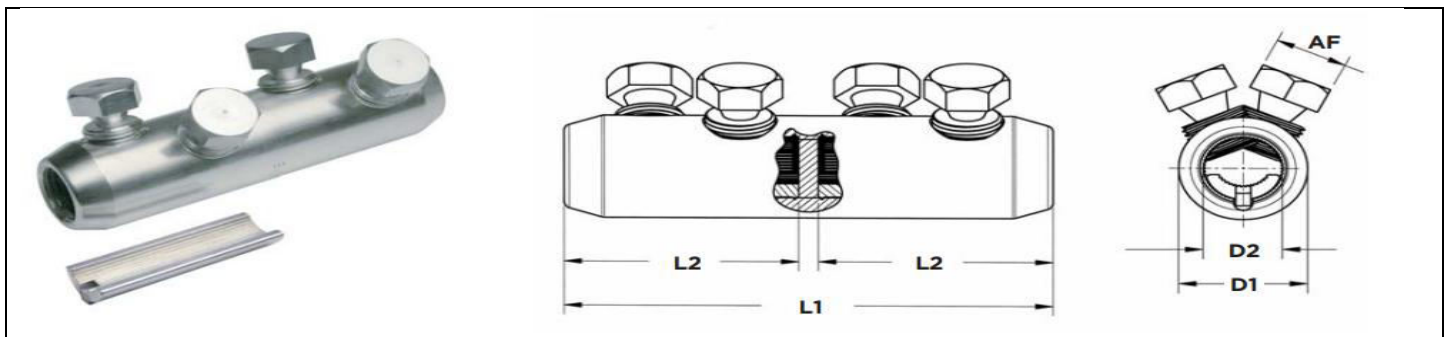
3	70	10.2	14.5	60	8
4	95	12	16.9	108	8
5	120	13.7	19.0	112	8
6	150	15.1	21.1	150	8
7	185	16.6	23.9	128	9
8	240	19.3	27.2	140	9
9	300	21.8	30.2	150	10
10	400	25.0	34.8	150	10
11	630	31.7	44.4	200	10
12	1000	41.0	56.0	250	10

**Mechanical lug:**



Sl/No	Cross sectional range	LB	L1	L2	D1	D2	Quantity of bolt	AF
1	35-150	13-17	79- 86	35	28-30	15-16	1	17
2	185-400	17	120 – 150	80	42	25.5 – 26	3	22
3	500-630	17	130 – 180	95	50-52	33 – 34	3	27
4	800-1000	2X (17-21)	165 – 240	80	60-65	40 – 41	4	13

**Mechanical Connector:**



Sl/No	Cross sectional range	Blocked	L1	L2	D1	D2	Quantity of bolt	AF
1	35 – 150	No	80-110	35	28-30	15-16	2-4	17

2	185 – 400	No	440 – 450	-	50	25.5 – 26	6	22
3	185 – 400	No	170 – 200	-	42	25.5 – 26	6	22
3	500 – 630	No	180 – 230	-	50-52	33 – 34	6	13
4	1000	No	180 – 230	-	60	40	6-8	13

<p style="text-align: center;"><b>Central Engineering Services</b></p>		<p style="text-align: center;"><b>TECHNICAL SPECIFICATION FOR</b></p> <p style="text-align: center;"><b>11 kV Heat Shrinkable Straight Through Joint &amp; termination</b></p> <p style="text-align: right;">Page - 35 / 34</p>
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**Annexure 2**

**Inspection Test Plan**

Test	Clause No.	Reference Standard
Visual inspection	3.15	ENA -TS 09-13
Physical verification of kit contents and dimensions	As per TPCODL/TPWODL/TPNODL/TPSODL/TPDDL/TPADL/Tata power Mumbai approved BOM	
<b>Electric Strength test</b> (Insulating tube & non-tracking tube)	3.4	ENA -TS 09-13
<b>Ultimate Elongation tests</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Tensile Strength</b> (Insulating tube, stress control tube, non-tracking tube)	3.12	ENA -TS 09-13
<b>Volume Resistivity</b> (Insulating tube, stress control tube, non-tracking tube)	3.16	ENA -TS 09-13
<b>Wall thickness ratio</b> (Recovered / Expanded) (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Expanded and recovered diameters</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Longitudinal change after recovery</b> (Insulating tube, stress control tube, non-tracking tube)	3.3	ENA -TS 09-13
<b>Heat shock test</b> (Insulating tube, stress control tube, non-tracking tube)	3.7.1/3.7.2	ENA -TS 09-13
<b>Low temperature flexibility</b> (Insulating tube, stress control tube, non-tracking tube)	4.5	ENA -TS 09-13
Insulation build up thickness after shrink on Ferrule	8.1	IS 10810 -6
Flame retardant test on anti-tracking tubes	3.5.1/ 3.5.2	ENA -TS 09-13
Area measurement of tinned copper braids (Area of one wire x no. of wires x no.of carriers)	As per TPCODL / TPWODL / TPNODL / TPSODL/TPDDL/TPADL/ Tata power Mumbai specification/approved BOM	
Conductivity test on ferrules / lugs	8.3	IS 8309
Uniformity of zinc coating on GI mesh (Manufacturer's TC to be provided)	4.1	IS 2633
Tracking resistance (No tracing erosion on top surface / flash failure after 1 hr 2.5kV, 1 hr 2.75kV)	3.14	ENA-TS-09-13

**Checklist for Bidder : List of all Technical Documents to be submitted along with the bid**  
(Bidder has to mandatorily fill in the checklist mentioned below) :-

Sl.No.	Parameter	Requirement	Response from bidder (with annexure no. with page no.)
1	Bidder has to provide signed & stamped complete Tender Documents along with NIL Deviations undertaking on the tender documents.	Signed and stamped PDF file	
2	Bidder has to provide signed & stamped Approved Pre-bid response as an unconditional acceptance, that there is no deviations in pre-bid response.	Signed and stamped PDF file	
3	Bidder has to submit all the relevant Type test certificates as per tender technical specification along with the bidding documents.	Detailed Requirements to be filled in as per TP Odisha DISCOMs Standard <b>Table No 2.</b>	
4	Bidder has to submit all GTP parameters in Excel Format along with the bid as per Technical specification.	Detailed Requirements to be filled in as per TP Odisha DISCOMs Standard <b>Table No 3.</b>	
5	Bidder has to submit declaration for Manufacturing & Testing facilities available in his premises for the routine & acceptance tests mentioned in the technical specification. Bidder has to mention all manufacturing & testing facilities against each tests mentioned in the routine & acceptance tests in the technical specification (duly mentioned on bidder letter head, signed & stamped).	Undertaking along with detailed requirements to be filled in as per TP Odisha DISCOMs Standard <b>Table No 4.</b>	
6	Bidders has to submit prototype product along with the bid documents for evaluation as per the Technical Specification.	To be provided, if mentioned in the technical specification or in pre-bid response.	
7	Incase the type tests are done with NABL accredited Labs bidder has to submit the details of scope of accreditation from NABL.	To be provided	
8	Bidder has to provide mandatorily the Past Performance Certificate issued from distribution utility companies, relevant certificates from other companies can be submitted along with the utility performance certificates.	Signed and stamped PDF file. In this document bidder is requested to provide contact details(mobile no. & Email I'd) of the issuing company.	

**Table No. 2: Details of Type Test Reports as per Specification/ Relevant Standards**

Sl. No.	Name of Type Test	Reference Standard	Date of issuance of report with Result Pass/ Fail	Name of Lab
<b>Note</b>	All the type test report must be submitted with Bid Documents only, otherwise Bid may not be consider for evaluation. Further if, undertaking for type test to be submitted, the Undertaking should be on Letter Head of Organisation and with sign, full name & designation of Head of Function (like Head Quality, Engineering etc). This also include the name of type test to be conducted with timeline. Acceptance or Rejection of Undertaking shall be sole decision of TP Odisha Discom.			

**Table No. 3: Details of GTP to be filled**

Sl. No.	Technical Parameter	Unit	TP Odisha DISCOMs Requirement	Bidder's Offer

**Table No. 4: Details of Testing facilities available at bidder's premises for carrying out routine & acceptance tests**

Sl. No.	Name of the Test	Reference Standard	Details of the Testing Equipment (Make & Sl. No.)	Validations of the calibration certificate

Name of bidder

Signature of bidder

Date

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**Scope of Work & SLA for Underground Cable Fault Repair & Installation Services****1.0 Introduction:**

TP-ODISHA DISCOMs is a joint venture between Tata Power and the Government of Odisha. We have total 4nos. of DISCOM namely TPCODL, TPNODL, TPSODL & TPWODL. We provide power distribution of 33kV, 11kV & LT rated voltages across the Odisha state.

**2.0 Purpose:**

The purpose of this contract is as follow for each DISCOMs:

1. To avail dedicated team for cable fault repair services 24x7.
2. To attend cable jointing and repair work within timeline as per SLA.
3. To attend preventive/condition base maintenance of UG cables.
4. To deploy skilled jointers for installation of jointing/termination kits for project work.
5. To supply and install necessary materials as per scope of work for cable repair work.

**3.0 Scope of Work****3.1 Digging / Excavation of Fault Locations:**

1. To ensure availability of dedicated team to register, coordinate and execute the excavation work 24 X 7 for each DISCOM.
2. To deploy team with all necessary T&P (as per Clause no 4.1.C) for fault location digging work as per SLA.
3. To provide sufficient manpower for excavation work to expose the faulty part for cable repair work as per SOP.

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4. BA shall provide necessary hard barricading with sign board and warning light around the digging site for public/traffic safety. In case of digging on road BA shall provide necessary footpath arrangement for traffic movement.
5. To arrange for open trench digging and cable laying work as per TP-ODISHA DISCOM standard in case of fault location bypass require.
6. Usage of JCB for extra excavation work (excess of standard pit as mentioned in clause 3.1.10) shall base on approval from Engineer-in-charge (EIC) of respective DISCOMs as per SOP.
7. BA has to arrange dewatering pump to dewater the excavated pit.
8. Arrangement of shoring & planking inside excavation pit in case of depth exceeding 1.5m to ensure worker safety.
9. To submit report on digging work by site supervisor in TP-ODISHA DISCOM standard format at periodic intervals or on daily basis as per requirement of EIC of respective DISCOM.
10. **Standard Pit Dimension (Single straight thru Joint / Two Straight thru joint / Termination Digging)**

Below mentioned max. pit dimensions for each type of jointing work.

<b>Cable Details</b>	<b>Single ST Thru. Digging Pit L*W*D (M)</b>	<b>Two ST Thru. Digging Pit L*W*D (M)</b>	<b>Termination Digging Pit L*W*D (M)</b>
33kV Cable	5 x 2 x 1.5	12 x 2 x 1.5	3 x 2 x 1.5
11kV Cable	4 x 1.5 x 1.2	10 x 2 x 1.2	2.5 x 2 x 1.2
LT Cable	3 x 1 x 0.8	8 x 1.5 x 0.8	2 x 1.5 x 0.8

Actual Depth, length and width of the faulty cable may vary on site due to Terrain/Civic activities/Site constraint.

**3.2 Cable Jointing / Termination work:**

1. To ensure deployment of highly skilled & OEM certified cable jointers for installation of cable jointing kit and accessories in each DISCOMs for O&M and Project work as per SLA.

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2. To coordinate and monitor the installation activities of cable and accessories, one experienced site supervisor shall be deployed.
3. To commence installation of HT / LT cable & accessories as per SOP.
4. To provide all necessary tools & tackles as per Clause no. 4.1.C and consumable items like cotton waste, cleaning liquid, cotton cloth, etc. to each jointer for installation work as per TP-ODISHA DISCOM standard.
5. To attain for preventive repair of cables / joints / terminations as per SOP.
6. To maintain a record of all the jointing work, attend in a computerized data base format (MS Excel) and shall be shared on daily and monthly basis or as per required by EIC of each DISCOMs.
7. To ensure the healthiness of both side cables by checking IR before making joints as per SOP.
8. To arrange for spiking through spiking tool before cutting the cable if fault not visible during jointing work as per SOP.
9. To arrange for transportation of cable & required accessories from Division/section store to sites for cable repair work.
10. To arrange for the delivery of faulty part of cables / joints back to the Sub Division/Section Stores/head office for failure analysis.
11. To arrange all necessary tools & manpower for cable / joint failure analysis.
12. To ensure all scraps to submit in section's store after work completion.
13. To arrange for supply & installation of all require materials for cable (preventive/breakdown) repair work as per SOP.
14. Joint tag made of PVC are to be installed in the joint/termination during cable repair work. Each tag shall print with specified numbers which to be written on Job Card. Ex: BA Name /FY26-27/0000

**3.3 Backfilling & Reinstatement of Digging Place:**

1. To arrange all necessary man & materials for backfilling of excavated pit with the unearthed soil after completion the cable jointing work as per SLA.
2. All backfilling and reinstatement of excavated part shall be done as per standard SOP.

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**3.4 Additional Repair Services:**

1. To attain minor repair work of 33 kV / 11 kV / 1.1 kV UG cable including outer jacket repairing, termination sleeve repairing, socket replacement, etc as per SOP. BA shall provide all required manpower, tools & tackles for installation. Material will be provided by respective DISCOM.
2. To deploy team for vermin proofing of 11 kV/33 kV 3 way to 6 way RMU (Ring Main Units) / CSS (Compact Sub Stations). Scope is including supply & installation of all required manpower & necessary materials for vermin proofing like M-seal, Glass putty, Bakelite sheet, etc.
  - a) Monthly planning for vermin proofing jobs will be provided by respective DISCOM.
  - b) Vermin Proofing of one cable compartment of RMU/CSS - 1 EA
3. To arrange for sign writing on poles near cable route for cable marking. All required man & material shall provide by BA.
4. To excavate pitch/PCC road, BA has to use pneumatic hammer for Asphalt Breaking. BA has to measure and confirm the actual asphalt breaking dimensions (Length X Width X Depth).
5. BA shall provide JCB to excavate excess of standard joint pit as mentioned in clause 3.1.10.
6. BA shall provide poclain excavator to excavate excess of standard joint pit as mentioned in clause 3.1.10.
7. BA shall provide 7.5-ton hydra/crane to lift or load/unload material/equipment when and where required by DISCOM. One TRP of crane services is for 12hrs.
8. BA has to provide the below mentioned material & accessories for additional repair work:
  - a) Fine grade sand fill inside joint pits to enhance joint life.
  - b) M20 RCC covering slab (600 X 230 X 50 mm) as per TP-ODISHA DISCOM standard to cover cables/joints during repair work.
  - c) M25 grade RCC Cable / Joint Marker (800 X 350 X 120 mm) for marking the cable route and each joint place.
  - d) BA shall arrange for reinstatement of damaged road/PCC part by concreting of M20 grade PCC as per SOP.
  - e) BA shall lay brick in joint pit to separate joints in pit.

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- f) BA shall provide Tempo vehicle to transport material from central store to site on when and where required by respective DISCOM.
- g) BA shall provide unskilled Labour for on when and where required by respective DISCOM. 1 EA = 1labour/day for 12hr.

## 4.0 Performance Standard and Measurement

### 4.1 Service level agreement:

1. In the event of any performance based measurement criteria not reported/ reported partially in the appropriate format, would lead to deduction of 100% marks specific to the criteria.
2. TP-ODISHA DISCOM reserves the right to change/ add to the list of existing performance base measurements, at any point of time during the execution of the contract. This will be communicated in writing to the BA by EIC of respective DISCOM on mutually agreed terms.
3. BA has to ensure sufficient team (each team consist of 1 site supervisor, 1 joiner, 4 digging staff) to work simultaneously in 4 locations for each DISCOMs.
4. All engaged site supervisors by BA must have minimum ITI level with 3years experience or Diploma with 1year experience in relevant field.
5. All engaged jointers by BA must be certified from TP-ODISHA DISCOM approved OEM (Jointing kit) with min. 3years jointing experience.
6. Competency assessment of all skilled & semi-skilled manpower by BA shall be conducted by EIC of respective DISCOM before joining. Further assessment will be carried out on timely basis as per requirement.
7. The performance system shall comprise measurement of BA's performance on the parameters listed under Performance Measurement (4.B). The total marks for the performance will be 100 in a month.

#### **a) Safety aspects, Statutory Compliances**

1. All jobs shall be carried out after taking necessary Permit to work (PTW) & JSA. PSCC shall issue corresponding PTW numbers as per

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guidelines of each DISCOM.

2. All jobs shall be carried out by using PPEs and safety equipment. List of PPEs as per the specifications mentioned in CSM to be allocated to all the BA personnel.
3. All jobs shall be carried out as per approved standard operating procedure (SOP). Copy of latest SOP shall be provided after award of contract.
4. All statutory compliances as mentioned in attached GCC and applicable laws to be complied to.

The performance measurement parameters along with sub measures and penalty are mentioned under “Performance Measurement Parameter (4.B)”.

For safety incidents/violations, Contractor Safety Management shall be applicable.

**b) Timeline for Team Deployment & Restoration Period**

1. **To adhere the below mentioned timeline to deploy manpower for cable repair work across each DISCOMs.**

- a. Critical cable for **Urban** Sub-Division/Section within 3hrs. from receiving the call and for **Rural** Sub-Div./Section within 6hrs from receiving the call.
- b. Non-critical cable within 12hrs. of receiving the call.
- c. In case of area/consumer has no power supply due to fault, Team has to be deployed within min. possible time (not more than 2hrs.)

2. **To adhere the below mentioned restoration period for cable fault repair:**

- a. 33 kV cable faults: 20 Hrs.
- b. 11 kV cable faults: 16 Hrs.
- c. LT cable faults: 12 Hrs.

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Restoration period will be calculated as below:

**T1:** Time at which call is received by BA from Cable & Switchgear Management Team for cable repair.

**T2:** Time at which Back-filling/Removal of Debris is completed after jointing work.

**Restoration Period = (T2-T1) Hrs.**

However if due to site conditions or factors beyond the control of TP-ODISHA DISCOM and BA, the job is delayed, then the target timeline will be revised by TP-ODISHA DISCOM. The delay may be for any of the following reasons.

- a) More cable depth, due to which the excavation has to be extended.
- b) Cable is near to the other utilities and difficult to expose the cable.
- c) Job is suspended due to external interference like traffic police, R&B, NHAI, Municipal Corporation or public.
- d) Non-receipt of required material from respective DISCOM.
- e) Any of the consent/approvals not being granted by the relevant authorities.

**c) Supply and Use of Testing equipment and Tools & Plant (T&P)**

Following testing equipment and T&P must be available with BA for carrying out the jobs. At any given point of time regular replenishment is the responsibility of BA. The below mentioned list may be considered as requirement for each.

<b>Tools</b>	<b>Make</b>	<b>Specification</b>
Hydraulic Crimping Tools	Dowell, Janson or Equivalent	50 sq mm to 1000 sqmm
HV Cable Stripping Tool	Raychem make or equivalent	Suitable for 33kV XLPE cable up to 1000 sqmm
Gas cylinder with torch	Any Make	Portable type
Jointer Knife	Any Make	Heavy Duty
Multimeter for continuity test	Rishabh or equivalent	0-650 Volts
Digital IR Tester	Megger or equivalent	Min. 5kV range

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Extension cord with ELCB & MCB Board	GE, Legrand , L&T or equivalent	Rating : 30 mA
Halogen/LED Light	Any Suitable Make	Wide focus for night
Dewatering Pump	Any Suitable Make	High Discharge head, 2HP
Pneumatic Hammer	Any Suitable Make	Heavy Duty
Hand Cutter	Any Make	Suitable for cable work
Depth Knife	Any Make	Suitable for marking on semicon layer
Round File	Any Make	Suitable for marking on semicon layer
Hack Saw	Any Make	Insulated rubber handle
Hammer	Taparia / Pye	0.5 KG
Continuity Tester	Taparia / Pye	Suitable of HT cable
Industrial Search Light	Any Make	Heavy Duty
Lineman's Insulated pliers	Taparia / Pye	8 Inch
Screw Driver of different heads	Taparia / Pye	One sided fixed only.
Box Spanner set	Taparia / Pye	Suitable for fixing lugs up to 300 sq mm
Tool box / Tool Bag	Taparia / Pye	Suitable for keeping required equipment
Safety Cone with Caution tape	Any Make	Suitable for work site
Pre-define Insulated torque wrench	Taparia	40 – 200 Nm
Measuring Tape	Any Make	30 M
All required suitable digging tools for manual excavation	Any Make	All suitable tools handle should be well insulated and of good condition.
Other necessary tools as per requirement		

### d) Supply & Usage of PPEs

As per PPE Matrix shared by TP-ODISHA DISCOM:

- Safety helmet (IS:2925-1984) with visor (EN: 166 CE marked)

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- Safety shoes (IS:15298), insulated gloves(EN: 60903 CE marked),
- Face Visor (big enough to cover up to neck)
- Reflector Jacket.
- Hand Cotton Gloves.
- Gum Boot.

Any other PPE as per Engineer In-charge requirement.

**4.2 Performance Measurement**

EIC at his discretion will deduct marks for mentioned below:

**e) Statutory Compliances (Total Weightage: 15 Marks) :**

Sr. No.	Parameter	Max. Marks	Violation Frequency	Marks to be deducted
1	Non-Compliance w.r.t. to PF, ESIC related Statutory norms	15	Monthly	15

**f) Team deployment timeline as per SLA (Total Weightage: 15 Marks):**

Sr. No.	Parameter	Max. Marks	Violation Frequency	Marks to be deducted
1	1-2 instance violation to the timeline	15	Monthly	5
2	3-4 instance violation to the timeline			10
3	5 or more instance violation to the timeline			15

**g) Restoration period as per SLA (Total Weightage: 15 Marks):**

Sr. No.	Parameter	Max. Marks	Violation Frequency	Marks to be deducted
1	1-2 instance violation to the target period	15	Monthly	5

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2	3-4 instance violation to the target period			10
3	5 or more instance violation to target period			15

**h) Compliance of T&P as per SLA (Total Weightage: 15 Marks):**

Sr. No.	Parameter	Max. Marks	Violation Frequency	Marks to be deducted
1	1 instance non-compliance of T&P	15	Monthly	5
2	2-3 instance non-compliance of T&P			10
3	3 or more instance non-compliance of T&P			15

Note:- One mark count as one percentage of monthly bill value.

**5.0 Documentations:**

- a) BA must properly document the location, landmark & GPS coordinates of the joint pit and jointer details.
- b) GPS location must be captured with a very high precision GPS device.
- c) All documentation has to be shared weekly with EIC of respective DISCOM along with shared MIS format.
- d) BA has to submit signed job cards along with JSA /PTW form from respective SDO / section in-charge against each work monthly within 7 days.

**6.0 Record Keeping:**

BA shall also maintain the following records:

- a) Details of the Digging Calls/Work received/executed as per TP-ODISHA DISCOM MIS format (Daily/Monthly).
- b) Detailed job cards for the repairs undertaken.

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- c) Details of the cable accessories installed as per TP-ODISHA DISCOM format (Daily/Monthly).
- d) GPS location of each joint made.

**7.0 TP-ODISHA DISCOM's Scope:**

1. Respective DISCOMs will provide the required materials like cables, jointing/term kits, clamps, HDPE pipes, cable end sealing caps to the jointing BA in free of cost for cable repair work.
2. Respective DISCOMs will provide testing facility related to cable and accessories in case of low IR value or fault not visible during cable repair.
3. Concerned section/sub division of respective DISCOM will issue "**Caution Order/PTW**" before commencement of Digging & associated work. (Any work which is not covered under the scope of this agreement shall be carried out only based on the specific written request).
4. Any cable identification and Hi-pot test shall be done by respective DISCOM.
5. Permission for excavation of road / place from concern dept. will raised by the concerned sub division officer of respective DISCOM.

**8.0 Guarantees**

Guarantee/Warranty period shall be sixty months from the date of installation. In case of failure of cable joints, terminations installed by jointing BA due to poor workmanship, within the guarantee period will result in following deduction:

- i. Deduction of all expenses incurred including cost of jointing kit, excavation, jointing & backfilling carried for fault restoration.

Monthly joints failure analysis has to be carried out by the BA in the presence of cable management team of respective DISCOM. In the analysis of the failure of joint is attributed to manufacturing defect in cable joint then no penalty will be imposed on BA. Report of the previous month is to be submitted with the

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subsequent month bills barring which the joints would be deemed to have failed in the guarantee period.

**9.0 Special Instruction:**

1. The above mentioned activities of the scope are indicative in nature. However, BA shall ensure that the deployment of resource will be made in such a way that the activities to enhance power supply reliability as defined in SLA.
2. BA shall arrange for required resources in shift/rest/leave reliever as applicable laws.
3. BA shall deploy adequate manpower, vehicles, T&P items at no extra cost for adherence to the scope and SLA of this tender document based on the direction of Head - Cable & Switchgear Management.
4. BA must deploy a single person of contact (SPOC) for day to day co-ordination with Sections and cable management.
5. Provision of adequate four-wheeler vehicles for BA staff to carry out their official duties as asked by EIC shall be completely in the scope of BA.
6. BA must arrange Reward & Recognition for their employees quarterly.
7. BA must arrange insurance and health facilities for their employees.

BA must maintain daily attendance of his/her manpower & submit the monthly attendance report duly verified by EIC along with monthly bill.

**10.0 Schedule of Items (BOQ)**

Refer the Annexure – I

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**11.0 List of Circles/Divisions/Sub-Div./Sections of each DISCOMs:**

Circle, Division, Sub Division & Section Office of TPNODL			
Circle	Division	Sub Division	Section
Balasore	BED Balasore	Supply S/D-I Balasore	No. I
			Gopalgaon
			No.II
			Chandipur
		Supply S/D-II Balasore	Mathasahi
			No. III
			Ganeswarpur
			No.IV
	CED Balasore	RE S/D-I Balasore	Remuna
			Durgadevi
			Rupsa
		RE S/D-II Balasore	Odangi
			Saragoan
			Srijung
			Fuladi
	BED Basta	Nilgiri S/D	Nilgiri
			Sergarh
			Mitrapur
			Barahampur
		Basta S/D	No.I
			No.II
			Rajghat
Jamsuli S/D	Baliapal		
	Langaleswar		
	Jamsuli		
JED Jaleswar	Jaleswar S/D	No.I	
		No.II	
		Nampo	
		Hatigarh	
	Bhograi S/D	Kamarda-I	
		Kamarda-II	

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	SED Soro		Bhograi
			Dehurda
			Chandaneswar
		Soro S/D	No.I
			No.II
			Anantapur
			Sabira
		Bahanaga S/D	Bahanaga
			Khantapada
			Gopalpur
			Avana
		Markona S/D	Markona
			Adabazar
			Balikhanda
		Khaira S/D	Khaira
			Dungura
Oupada			
Gandibeda			
Bhadrak	BNED Bhadrak	No. I S/D	No.I
			Tahasil
			No.II
			Charampa
		No. II S/D	No.III
			Rahanja
			No.IV (Randia)
		Basudevpur S/D	Eram
			No.I
			No.II
		Dhamra S/D	Bedeipur
			Dhamra
		Tihidi S/D	Tihidi
			Jashipur
			Chandbali
			Dolasahi
Rural S/D Bhadrak	Bonth		
	Agarpada		
Asurali S/D	Arnapal		

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			Asurali
			Betaligaon
		Dhamanagar S/D	Dhamanagar
			Bhandaripokhari-I
			Bhandaripokhari-II
Jajpur Road	JRED Jajpur Road	Duburi S/D	Duburi
			Sukinda
		Jajpur Road S/D	Dala
			Chorda Chhaka
			Danagadi
	Jajpur Road S/D	Korei	
	Panikoili S/D	Panikoili	
		B.T. Road (Baitarani Rd)	
	JTED Jajpur Town	Jajpur Town S/D	No.I
			No.II
			No.III
		Dasarathpur S/D	Dasarathpur
			Mangalpur
		Ahiyas	
	KED, Kuakhia	Binjharpur S/D	Binjharpur No.I
			Binjharpur No.II
			Balmukuli
			Madhusudanpur
		Kuakhia S/D	Mathasahi
		Brahmabarada	
	Kuakhia		
Bari S/D	Dharmasala S/D	Jaraka	
		Kundapatna	
		Neulpur	
		Kabatabandha	
		No.I, Bari	
		Sujanpur	
		No.II	
		Amathpur	
Keonjhar	KED Keonjhar	No. I Keonjhar S/D	No.I
			No.II
			No.III

**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/2025-26/100008711

		No. II Keonjhar S/D	RE-1
			Telkoi
			Banspal
		Turmunga S/D	Turumunga
			Saharpada
			Patna
	JED Joda	Joda S/D	Joda
			Jurudi
		Barbil S/D	Barbil No.I
			Bhadrasahi
		Champua S/D	Barbil No.II
			Champua
	AED, Anandpur	Anandpur S/D	Jhumpura
			Remuli
			Ramachandrapur
Ghatagaon S/D		Anandapur	
		Ghasipura	
		Kesudurapal	
Bidyadharpur S/D	Ghatagaon		
	Harichandanpur		
	Dhenkikote		
Baripada	BED Baripada	Baripada S/D	Bidyadharpur
			Hatadihi
			No.I
		Rural S/D	No.II
			Bhanjapur
			Chhancha
	No.III (Shamakhunta)		
	Betnoti S/D	No.IV (Suliapada)	
		Raghunathpur	
		Betnoti	
	Morada S/D	Baisinga	
		Kochilakhunta	
		Morada	
	Kuliana S/D	Rasgobindapur	
		Gaon Amarda	
			Kuliana

**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/2025-26/100008711

			Bangiriposi
			Jharpokharia
			Sarsakana
	RED Rairangpur	Rairangpur-I S/D	Rairangpur
			Bahalda
			Kantabani
		Rairangpur-II S/D	Tiringi
			Kusumi
			Biso
		Karanjia S/D	Jamda
			No.I
			No.II
		Joshiपुर S/D	Thakurmunda
	Joshiपुर		
	Sukuruli		
	UED Udala	Khunta S/D	Raruan
Khunta			
Udala S/D		Badasahi	
		Manatri	
			Kaptipada
			Udala

**Circle, Division, Sub Division & Section Office of TPCODL**

Circle	Division	Sub Division	Section
Circle-BBSR-I (Cir-I)	BCDD-I BBSR	Sub-Division No.I	P.H-I
			P.H-II
			Unit-VI
			Delta
			Brit Colony
		Sub-Division No.II	Unit-I
			Unit-II
			Kharavel Nagar (Unit III)
			Unit-IV
	Sub-Division No.III	Unit-IX(Road)	
		Unit-IX(Flat)	
		Saheednagar	
		Gridco Colony	
	BCDD-II BBSR	Khandagiri	Khandagiri

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NIT No.: TPCODL/CCG/2025-26/100008711

			Kalingnagar
			Dumuduma
			Bharatpur
		Nayapalli	Nayapalli
			Baramunda
			VSSnagar
			Xavier
		Peripheri	C.S.Pur-I
			C.S.Pur-II
			Kananvihar
			Godisahi
			Baranga
	BED BBSR	Rasulgarh	Kalpana No-I
			Kalpana No-II
			Laxmisagar
			Rasulagarh
			Mancheswar
		Fulanakhara	
		Temple	Old Town No-I
			Old Town No-II
			Old Town No-III
			Baragada
	Dhauri		
	NED Nimapara	Kakatpur	Uttara
			Kakatpur-1
			Kakatpur-2
		Nimapara	Astarang
Nimapara-1			
Nimapara-2			
GOP			
Pipli		Konark	
		Pipili-1	
		Pipili-2	
	Bharatipur		
	Balakati		
BBSR-II (Circle -II)	KED, Khurda	Khurda	Balipatana
			Khurda No.I
			Khurda No.II
			Khurda No.III

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NIT No.: TPCODL/CCG/2025-26/100008711

			Khurda No.IV
		Jatni	No.I
			No.II
			Janla
			Harirajpur
		Jankia	Jankia
			Malipada
			Nirakarpur
		Banki	No.I
			No.II
			No.III
		Begunia	Begunia
			Baghamari
			RajSunakhala
			Kalaphar
		PED, Puri	No.I
	Kacheri		
	Swargadwar		
	Baliapanda		
	No.II		Brahmagiri No.I
			Brahmagiri No.II
			Sunamuhin
			Delang
	No.III		Kanas
			Ghodabazar
			Talabania
			Charinala
	Sakhigopal		Power house
			Sakhigopal No.I
			Sakhigopal No.II
			Satasankha
		Chandanpur	
NED, Nayagarh	Nayagarh	Nayagarh	
		Periphery	
		Sarankul- I	
		Sarankul- II	
		Odagaon- I	
	Odagaon- II		
Itamati	No.I		

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NIT No.: TPCODL/CCG/2025-26/100008711

		Khandapada	No.II	
			Bolagarh	
			Khandapada	
		Bhapur-I		
		Bhapur-II (New)		
		Kantilo		
	Dasapalla	Dasapalla		
		Nuagaon		
		Gania		
	BED, Balugaon	Tangi	Tangi	
			Chandapur (Tangi-II)	
			Bhusandapur	
		Kuhudi		
		Ranapur		
Balugaon		No.I		
	No.II			
	Banapur- I			
Cuttack (Circle-III)		Electrical Sub Division-I, Ranihat	Ranihat-I	
			Ranihat-II	
		Electrical Sub Division-III, Sisubhawan	Buxi Bazar	
			College Square	
		Electrical Sub Division-IV, Kalinga	Kazibazar	
			Ganesh Ghat	
		Electrical Sub Division-VI, CDA	City	
			Town Hall	
	CDD-I, Cuttack		Cantonment	
			Tinikonja Bagicha	
			Chandin Chowk	
			Tulasipur	
		CDD-II, Cuttack)	Electrical Sub Division, Badambadi	CDA
				Bidanasi
Electrical Sub Division, Mahanadi Vihar	Badambadi			
	Dolamundai			
Electrical Sub Division, Jobra	Khapuria			
	Mahanadivihar			
	Chauliaganj			
	Jobra			

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	JOBRA, CUTTACK	Electrical Sub Division, Choudwar	Jagatpur
			42 Mouza
			Kandarpur
			Kishan Nagar
		Electrical Sub Division, Badachana	Choudwar-I
			Choudwar-II (Tangi)
			Charibatia
			Badachana
			Balichandrapur
			Chhatia
			Balikuda
			Adaspur
	Electrical Sub Division, Gopalpur	Govindpur	
		Niali-I	
		Niali-II	
		Dimiri	
	ATHAGARH (AED, Athagarh)	Electrical Sub Division, Athagarh	Athagarh-I
			Athagarh-II
			Khuntuni
			Tigiria
		Electrical Sub Division, Narasinghpur	Nuapatana
			Narasinghpur
			Badamba
			Kanpur
	SALEPUR (SED, Salipur)	Electrical Sub Division, Salipur	Salipur
			Bahugram
			Japakuda
			Raisunguda
Electrical Sub Division, Nischintakoili		Nischintakoili	
		Asureswar	
		Orikanta	
		Mahanga	
Electrical Sub Division, Mahanga	Kotapada		
	Erakana		
	No. - I ,Dhenkanal		
	No. - II ,Dhenkanal		
Dhenkanal (Circle-IV)	DED, Dhenkanal	Dhenkanal	No. - III ,Dhenkanal
			Bhapur
	Hindol Road	Hindol Road	Hindol Road

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		Gondia	Khajuriakata
			Hindol
			Gondia
			Joranda
			Nihalprasad
		Kamakhyanagar	Kamakhyanagar
			R.N. Pur
			Kankadahad
			Mathakargola
			Bhuban
	TED, Chainpal	Pallahara	Kaliapani
			Pallahara
			Khamar
			Rengali
		Talcher	Parabil
			Talcher
			Hatatota
			Balanda
		Chainpal	Kaniha
			Samal
			Chainpal
			Banarpal
	Parjang	Meramandali	
		Parjang-I	
	Angul	Angul	Parjang-II
			Electrical Section No.I, Angul
			Electrical Section No.II, Angul
Electrical Section No.III, Angul			
Boinda		Electrical Section Bantala, Angul	
		Electrical Section Boinda	
		Electrical Section Bamur	
			Electrical Section Athamallik

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		Chhendipada	Electrical Section Chhendipada
			Electrical Section Kosala
			Electrical Section Jarapada
Paradeep (Cir-V)	PED Paradeep	Paradeep	Paradeep
			Bhutamundai
		Kujanga	Kujang
			Rahama
			Chatua
		Tirtol	Tirtol
	Erasama		
	Kolar		
	KED-I Kendrapara	Aul	Aul
			BHUINPUR
			Olaver
			Rajkanika
			Chhata
			Danpur
		Kendrapara	Kendrapara No I
			Kendrapara No II
			Kendrapara No III
		Pattamundai	Pattamundai No I
			Pattamundai No II
			Choudakulat
	Dandisahi		
	Patrapur		
	Rajnagar	Rajnagar No I	
		Rajnagar No II	
Talchua			
KED-II Kendrapara	Mahakalapada	Mahakalapada	
		Luna	
		Babar	
	Marshaghai	Marshaghai	
		Nuapada	
		Garadpur	
			Korua

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	JED Jagatsinghpur	Balikuda	Balikuda No I
			Balikuda No II
			Naugaon
		Jagatsinghpur	Jagatsinghpur No I
			Jagatsinghpur No II
			Mandasahi
			Dhasahi
		Raghunathpur	Raghunathpur
			Biridi
<b>Circle, Division, Sub Division &amp; Section Office of TPSODL</b>			
<b>Circle</b>	<b>Division</b>	<b>Sub Division</b>	<b>Section</b>
Berhampur	Ganjam North	Rambha	ESO Rambha
			ESO Malud
			ESO Ganjam
		Khallikote	ESO Khallikote
			ESO Keshpur
		Chatrapur	ESO Chatrapur-I
	ESO Chatrapur-II		
	PSED Purusottampur	Purusottampur	ESO P S Pur
			ESO Taratarini
		Polasara	ESO Polosara
			ESO Chirikipada
		Kodala	ESO Kodala
			ESO Beguniapada
	HED Hinjilicut	Hinjilicut	ESO Hinjilicut
			ESO Kanchuru
			ESO Pitala
		Sheragada	ESO Sheragada
			ESO Pattapur
ESO Konkarada			
Bhanjanagar	BNED Bhanjanagar	Bhanjanagar-I	ESO E S O-I
			ESO Tilisingi
			ESO Bhejiput

**CENTRALIZED CONTRACTS GROUP**

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		Belaguntha	ESO J N Prasad	
			ESO Belaguntha	
		Soroda	ESO Soroda	
			ESO Badagada	
		Bhanjanagar-II	ESO E S O-II	
			ESO K B Pur	
			ESO Kanteipally	
		PED Phulbani	Phulbani	ESO Phulbani
				ESO Phiringai
	ESO Khajuripada			
	G.Udayagiri		ESO G.Udayagiri	
			ESO Tikabali	
			ESO Raikia	
	Balliguda		ESO Balliguda	
			ESO Daringibadi	
		ESO Tumudibandha		
		ESO Nuagaon		
	BOED Boudh	Boudh	ESO Boudh	
			ESO Purunakatak	
		Manamunda	ESO Manamunda	
Berhampur City	Berhampur-I	Sub.Div.No-2	ESO Medical	
			ESO Ambapua	
		Gopalpur	ESO Gopalpur	
			ESO University	
			ESO Head Quarter	
	Bijipur	ESO Bijipur		
		ESO Lanjipalli		
	Berhampur-II	Sub.Division No-1	ESO E.S.O.No.1	
			ESO E.S.O.No.2	
			ESO E.S.O.No.3	
Sub.Division No-3		ESO G.Nuagam-2		

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	Berhampur-III	Kanisi	ESO Gandhinagar
			ESO Kanisi
			ESO Jagapur
		Sub.Division No-4	ESO Golanthara
			ESO Kukudakhandi
			ESO Lathi
Aska	AED Aska-I	Aska	ESO Luchapada
			ESO Aska-1
		Nuagaon	ESO Balisira
			ESO Dharakote
	AED Aska-II	K S Nagar	ESO Nuagam-I
			ESO Nuagam-II
		Buguda	ESO K S Nagar
			ESO Budhaamba
	GSED Digapahandi	Digapahandi	ESO Buguda
			ESO Balipadar
		Chikiti	ESO Digapahandi
			ESO Bomakei
			ESO Chikiti
			ESO Patrapur
Jeypore	JED Jeypore	Jeypore SDO-I	ESO Surangi
			ESO Nuapada
			ESO Jyp No.2
		Jeypore SDO-II	ESO Jyp No.3
			ESO Baipariguda
			ESO Jyp No.1
	Boriguma	ESO Kundra	
		ESO Randhapalli	
		ESO Boriguma	
NED Nabarangapur	Nawarangpur	ESO Kotpad	
		ESO B.Singipur	
		ESO Nabarangapur	

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NIT No.: TPCODL/CCG/2025-26/100008711

		Umarkot	ESO T Khunti
			ESO Nabarangpur Rural
			ESO Umerkote
			ESO Raighar
			ESO Jharigam
			ESO Chandahandi
	MED Malkanagiri	Malkangiri	ESO Malkangiri
			ESO Kalimela
		Balimela	ESO Balimela
			ESO Mathili
	KED Koraput	Koraput	ESO Koraput Sec-I
			ESO Koraput Sec-II
		Sunabeda	ESO Sunabeda
			ESO Similiguda
			ESO Pattangi
			ESO Nandapur
Laxmipur		ESO Laxmipur	
		ESO Bandhugaon	
	ESO Kakiriguma		
NED Nabarangapur	Papadahandi	ESO Papadahandi	
		ESO Kosagumuda	
		ESO Dabugaon	
Rayagada	RED Rayagada	Rayagada	ESO Rayagada-1
			ESO Rayagada-2
			ESO J.K.Pur
			ESO Rayagada Rural
	Theruballi	ESO Therubali	
		ESO Kasipur	
		ESO Sikarpai	
	Bissam Cuttack	ESO Bissam Ctc	
ESO Muniguda			
PKED Parlakhemundi	Parlakhemundi	ESO Parlakhemundi	

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		Kasinagar	ESO Parlakhemundi Rural
			ESO Kasinagar
			ESO Gumma
			ESO Upalada
			ESO Garabandha
			ESO Raigada
		Mohana	ESO Mohana
			ESO Chandragiri
			ESO Adaba
		R.Udaygiri	ESO R.Udaygiri
			ESO Khajuripada-I
		GED Gunupur	Gunupur
	ESO Gunupur Rural		
	Gumuda		ESO Gumuda
			ESO Padmapur
ESO Gudari			
ESO Ramnaguda			
<b>Circle, Division, Sub Division &amp; Section Office of TPWODL</b>			
<b>Circle</b>	<b>Division</b>	<b>Sub Division</b>	<b>Section</b>
Rourkela	RED	Rourkela - 2	Uditnagar
			Power House Road
			Main Road
			Bisra Road
		Rourkela - 3	Basanti - I
			Basanti - II
			Gopabandhupalli
		Rourkela - 4	Shaktinagar
			Koel Nagar
			Jhirpani
		Rourkela - 6	Nayabazar
			Bandhamuna
	Bisra		
	RSED	Rourkela - 1	Industrial Estate
Civil Town			
Chhend			

## CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/2025-26/100008711

		Rourkela - 5	Kaliga Vihar
			Panposh
			Lathikata
		Rourkela - 7	Jalda
			Bonai
			Lahunipara
			Koira
	Rajgangpur	Rajgangpur - I	Muhuldiha
			Rajgangpur - I
			Rajgangpur - II
		Rajgangpur - II	Kansbahal
			Rajgangpur - III
			Bargaon
		Kalunga	Kutra
			Kalunga - I
			Kalunga - II
	Sundargarh	Kuarmunda	Biramitrapur
			Hatibari
			Kuarmunda
		Sundargarh	Sundargarh - I
Sundargarh - II			
Majha Pada			
Bhedabahal			
Ujalpur	Subdega		
	Ujalpur		
	Sargipali		
	Lephripada		
	Hemgir		
	Gopalpur		
Burla	Sambalpur	Ainthapali	Ainthapali
			Bareipali
			Hospital Road
		Khetrajpur	RE Section
	Badabazar		
	Balibandha		
	Burla	Burla	PHD Section
			Khetrajpur
			Burla - I
	Burla - II		

**TPCODL**

TP Central Odisha Distribution Limited

**TPNODL**

TP Northern Odisha Distribution Limited

**TPSODL**

TP Southern Odisha Distribution Limited

**TPWODL**

TP Western Odisha Distribution Limited

**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/2025-26/100008711

		Hirakud	Burla - III
			Hirakud - I
			Hirakud - II
			Gosala
			Chiplima
	SEED	Bhutapada	Sakhipada
			C S Colony
			Brooks Hill
			Golebazar
		Dhanupali	Dhanupali
			Maneswar
			Dhama
			Padiabahal
			Sahaspur
		Rairakhol	Rairakhol
			Hatibari
			Naktideul
		Rengali	Rengali
	Sason		
	Parmanpur		
	Laida		
	Jharsuguda	Jharsuguda - I	Pahadi
			Kachery Road
			Beheramal
			Bagdihi
		Jharsuguda - II	Jhanda Chowk
			Sarbahal
			Sahapada
Laikera			
R N Pali			
Kuchinda		Kuchinda - I	
		Kuchinda - II	
		Bamra	
	Jamankira		
	Kusumi		
Brajrajnagar	Brajrajnagar	Brajrajnagar	
		Lamtibahal	
	Gandhi Chowk		
Belpahar	Belpahar		

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**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/2025-26/100008711

	Deogarh	Deogarh	Gumadera
			Panchagaon
			Bandhabahal
			Deogarh
			Barkote
			Riamal
			Tileibani
			Budhapal
Bargarh	Bargarh	Bargarh - I	Bargarh - I
			Bargarh - II
			Bargarh - III
			Bargarh - IV
		Bargarh - II	Tora
			Ambapalli
			Barhaguda
		Bhatli	Bhatli
			Bhukta
		Attabira	Attabira - I
			Attabira - II
			Rengali Camp
	Godbhaga		
	Larambha		
	Bheden		
	Bheden	Thuapali	
		Khuntlipali	
		Barpali - I	
		Barpali - II	
	BWED	Barpali	Barpali - III
			Padampur - I
			Padampur - II
		Padampur	Gaisilet
			Melchamunda
			Paimal
	Paikmal	Jharbandh	
		Sohela - I	
	Sohela	Sohela - II	
Bijepur - I			
Bijepur - II			
Ghenss			

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**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/2025-26/100008711

Bolangir	Bolangir	Bolangir - I	Bolangir - I
			Bolangir - II
			Bolangir - III
			Bolangir - IV
		Bolangir - II	REC
			Chudapali
			Chhatamakhana
			Tusura
		Tusura	Deogaon
			Loisingha
		Loisingha	Loisingha
			Agalpur
	Salebhata		
	Sonepur	Sonepur	Sonepur
			Khari
			Trava
			Binka
		Tarva	Mahadevpali
			Rampur
			Cherupali
			B M Pur
		B M Pur	Subalaya
			Ullunda
			Titlagarh - I
			Sindhikela
	Titlagarh	Titlagarh - I	Titlagarh - II
			Saitala
			Belgaon
			Kantabanji
		Kantabanji	Tureikela
Muribahal			
Patnagarh - I			
Patnagarh		Patnagarh - II	
		Patnagarh - III	
		Belpada	
		Khaprakhol	
		Nuapada	
Kalahandi	Nuapada	Nuapada	Nuapara
			Komna
			Lakhana
		Khariar Road	Khariar Road - I

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**CENTRALIZED CONTRACTS GROUP**

NIT No.: TPCODL/CCG/2025-26/100008711

		Khariar	Khariar Road - II
			Khariar - I
			Khariar - II
			Sinapali
			Boden
	KEED	Bhawanipatna - I	Bhawanipatna - I
			Bhawanipatna - IV
		Bhawanipatna - II	Bhawanipatna - II
			Bhawanipatna - III
		Narla	Chhatiguda
			Narla
			Madanpur
			M Rampur
			Biswanathpur
		Kesinga	Kesinga
	Utkela		
	Nunmath		
	Borda		
	KWED	Junagarh	Junagarh - I
			Junagarh - II
Junagarh - III			
Kalampur			
Dharamgarh		Dharamgarh - I	
		Dharamgarh - II	
Charbahal		Golamunda	
		Charbahal	
		Badkutru	
		Koksara	
		Jaipatna	

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## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

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

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/Award of Contract

TPCODL awards the contract to the Associate in writing in the form of Purchase order 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

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

### **3.2 Contract Commencement Date**

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

### **3.3 Contract Completion Date**

The date of expiry of Guarantee Period (detailed in section 12 of this document) shall be deemed as the Contract Completion Date.

### **3.4 Contract Period/Time**

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

### **3.5 Contract Execution Completion Date**

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

### **3.6 Contract Execution Period/Time**

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

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

### **3.7 Contract Price /Value**

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

### **3.8 Contract Document**

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

- NIT/Tender Enquiry, QR, Instruction to Bidders, Special Condition of Contract (SCC) of tender, GCC, Technical & Commercial Specifications including relevant annexure and attachments).
- Bids & Proposals Received from Associate including relevant annexure/attachments.

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- Letter of Intent (LOI/RC/PO) with agreed deviations from the tender/bid documents.
- All the Inspection and Test reports, Detailed Engineering Drawings.
- Material Dispatch Clearance Certificate (MDCC).
- Minutes of Meeting (MoM)

### 3.9 Contract Language

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

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

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

### 3.10 Reverse Auction

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

Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, 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.

TPCODL have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the

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Contract by submitting a request in writing to the Associate. The Associate shall, within fifteen days of receipt of such request from the TPCODL, provide Purchaser with a reasonably detailed estimate of the cost of the change outlined in the request.

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

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

#### 4.1 Technical Evaluation

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

S. No.	Evaluation Parameter	Max. Score
<b>A</b>	<b>Bidders already Registered with TPCODL</b>	<b>100</b>
	<b>Quality of the Products &amp; Services</b>	
	a. <u>For Supply Part:</u> No Material Rejections in last 2 years Deduction of 3 marks for each PO/ RO (for same product category) with major rejections in last 2 years. (Major rejection shall be considered when material is taken back by the vendor for rectification and the quantity of rejected material is more than 10%).	12
<b>A.1.</b>	b. <u>For Service Part:</u> No violation of statutory compliances in last 1 year. Deduction of 2 marks for each instance of violation in last 1 year.	12
	c. <u>Safety</u> Deduction of 2 marks for each instance of safety violation in last 1 year. Deduction of 4 marks for each reported Non-Fatal Accident in last 1 year. In case of any reported fatal accident: <b>ZERO MARKS</b>	16
<b>A.2.</b>	<b>Timely Execution of Contracts</b> Total Achieved Score = {30 – 3 x (Avg. %age LD deductions in last 2 years)}	30
<b>A.3.</b>	<b>Legal Issues with TPCODL</b> Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks	30
<b>B</b>	<b>Bidders new to TPCODL</b>	<b>100</b>
	<b>Visits</b> <u>For Supply Part:</u> Factory Visit and Evaluation. <u>For Service Part:</u> Client Site Visit where the bidder is providing similar services.	30
<b>B.1.</b>	The visits as above shall be arranged by the bidder. However all costs towards conveyance, lodging, boarding etc. shall be borne by TPCODL. The score assigned by TPCODL based on the above visits shall be final and binding on the bidder.	
	<b>Safety:</b>	20

S. No.	Evaluation Parameter	Max. Score
	Score achieved against the BA safety Management System questionnaire.	
<b>B.2.</b>	<p><b>Client Referrals</b> At least 3 nos. Customer References for similar products/ services in last 3 years. All customer references shall be either of the following:</p> <ul style="list-style-type: none"> <li>▪ Govt. Organizations/ PSUs/ Power Distribution Utilities.</li> <li>▪ Private Organizations with an annual turnover of <math>\geq</math> 500 cr. PO copies or Completion Certificates are admissible.</li> </ul> <p>Each reference: 10 marks</p>	30
<b>B.3.</b>	<p><b>Blacklisting Information</b> Not blacklisted by any reputed organization / utility in last 2 years: 20 marks else 'Zero' marks.</p>	20

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

#### 4.2 Indemnity

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

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

Contract having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- E to Order Issuing Authority.

#### 4.3 Display of Notice Boards at Work Sites

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

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

#### 4.4 Disposal of Waste at Site

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

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

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

#### **4.5 Deployment of Work Force**

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

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

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

#### **4.6 Damages to Properties**

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

#### **4.7 Issuance of Material**

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

#### **4.8 Company's Right To Use Works**

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

#### **4.9 Rights of TPCODL to vary the scope work**

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

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

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

#### **5.0 PRICES/ RATES/ TAXES**

##### **5.1 For Supply part of Contract**

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Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPCODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPCODL store/site & unloading & delivery at TPCODL stores/TPCODL 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, cesses and duties, particularly Goods and Services Tax as applicable. All government levy / taxes shall be paid only when the invoice is submitted according to the relevant act.

The prices/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 TPCODL making changes in quantum in all or any of the schedules of items of contract.

## **5.2 For Service part of Contract**

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

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

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

## **5.3 Changes in Statutory Tax Structure**

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

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

## **6.0 TERMS OF PAYMENT**

- A. 5% of the Release Order/ Purchase Order price shall be paid as initial interest free advance on fulfillment of the following by the Associate:
  - a) Acceptance of PO/ LOI.
  - b) Submission of advance payment BG of 15% of the Release Order/ Purchase Order price which shall remain valid till the advance is fully adjusted.

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- c) Submission of Contract Performance Bank Guarantee of 5/10% of the RC/ PO price valid till 30 days after taking over of the works.
- B. 10% of the Release Order/ Purchase Order price shall be paid as interest free advance against approval of drawings under Category-1 of major drawings, Quality Plans, Pert Chart, Field Quality Plan, posting of Project Manager and commencement of the first mile stone of the work mutually agreed including C-3 Form, and submission of a true copy of 'Erection All Risk Insurance Policy' taken for the awarded jobs. The drawing list shall be mutually agreed at the time of award of work.
- C. 50% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition and certification by TPCODL along with bills complete in all respects viz. MDCCs etc.
- D. 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorata basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item. In case this milestone is not completed beyond 120 days for reasons attributable to TPCODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPCODL.
- E. 15% payment of the actual executed Release Order/ Purchase Order shall be paid after completion of acceptance test and Taking Over of the complete systems specified in the enquiry, including clearance of Electrical Inspection, compliance of final punch point and after reconciliation & adjustment of payments, if any, towards Quantities of materials issued from purchaser's stock and consumed by the contractor for expeditious completion of the job. In case this milestone is not completed beyond 120 days beyond schedule for reasons attributable to TPCODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPCODL.

The Contractor shall submit all Operation & Maintenance manuals and "As Built Drawings" etc. and shall also submit Equipment Warranty Bank Guarantee (EWBG) equivalent to 5/10% of actual executed contract price before the release of this last payment and return of CPBG. The validity of EWBG shall be for a period of 15 months from the date of taking over of the works or specified guarantee period in drawing/tender/technical specification documents etc. whichever is later. The associate shall also submit 'No Demand Certificate' at the time of receipt of full and final payment.

### 6.1 Pre-Requisites for Payment

- Associate should have completed execution of that part of contract, for which payment is sought, to the satisfaction of TPCODL's Engineer-in-Charge responsible for the contract and obtained certification for execution of the work.
- Associate has undertaken joint measurement of the work executed along with TPCODL's Engineer-in-charge

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- Associate's bills/invoices submitted have been certified by Engineer-In-Charge.

## 6.2 Bills & Invoices

Unless specified otherwise in the special conditions of contract, Associate shall raise not more than one invoice/contract per month for the services rendered in the prescribed Tax Format and the invoice shall be submitted within 15 days of the following month at Bill Inward Receipt Desk (BIRD) located at IDCO Towers, Janpath, Bhubaneswar.

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

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

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

## 6.3 Payment & Statutory Deductions

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

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

### 6.3.1 Statutory Deductions

TPCODL will deduct the amounts of TDS, TCS as per statutory requirement under the income tax act, the Goods and Services tax act, BOCW Act, or any other applicable tax act and certificates (wherever applicable) will be issued to associate accordingly. For consumption of TPCODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills. The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Inward Receipt Desk (BIRD) located at IDCO Towers, Janpath, Bhubaneswar.

## 6.4 Guidelines for Raising Running/Final Bills

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

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish NDC.

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## 6.5 Quantity Variation

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

## 6.6 Full and Final Payment

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

## 7.0 MODE OF PAYMENT

Payment shall be made through RTGS mode for which Business Associated shall submit the details of Bank Account and other details as per annexure K. Further, for any payments made, TPCODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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

## 8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

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

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

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

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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 TPCODL indemnified always till completion of contracts.

### 9.2 Social Accountability

TPCODL expects its Associates to follow guidelines of best practices on the following aspects

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

### 9.3 Affirmative Action

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

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

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

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

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

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

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

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

#### **9.4 Compliance to Labour Laws**

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

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

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

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

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

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## **10.0 QUALITY**

### **10.1 Knowledge of Requirements**

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

### **10.2 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 TPCODL.

### **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 TPCODL as enumerated in the Contract which may be more rigid than and not contrary to the above mentioned rules, nor providing such construction as may be required by the above mentioned rules and regulations. In case of variance of the Technical Specification from the laws, ordinance, rules and regulations governing the work, the Associate shall immediately notify the same to the TPCODL. It is the sole responsibility of the Associate, however, to determine that such variance exists. Wherever required by rules and regulations, the Associate shall also obtain the statutory authorities' approval for the plant, machinery and equipment to be supplied by the Associate.

### **10.4 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 TPCODL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.

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

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circumstances the codes, specimen and standards prescribed by any government agency should not be violated.

## **11.0 SAFETY**

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

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

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure L and is an integral part of this GCC.

## **12.0 INSPECTION/PARTICIPATION**

### **12.1 Right to Carry Out Inspection**

TPCODL 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 TPCODL during contract execution time.

All inspections and participations shall be carried out within maximum of two weeks of TPCODL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

### **12.2 Facilitating Inspection**

The Associate shall provide all opportunities and information to TPCODL'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 TPCODL'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 TPCODL'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.

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The Associate shall be responsible for the safety of employees of TPCODL/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 TPCODL inspectors are not satisfied with the safety arrangements at the plant, TPCODL 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 TPCODL along with the inspection call, for scrutiny of TPCODL.

The Associate and TPCODL 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 TPCODL for receiving clearance for dispatch of materials.

### **12.3 Third Party Nomination**

TPCODL 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 TPCODL as far as conducting the inspection.

### **12.4 Waiver of Inspections**

TPCODL 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.

### **12.5 Incorrect Inspection Call**

In case it is observed that the material offered for inspection is not ready at the time of TPCODL 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.

## **13.0 MDCC & DELIVERY OF MATERIALS**

### **13.1 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 TPCODL. Material delivered at TPCODL stores or at project site without a valid MDCC issued by the designated official of TPCODL 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 TPCODL, 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 utilised 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 sub-contractors:

- 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 Bhubaneswar	12 days
2	Within Bhubaneswar	5 days
3	Waiver*	3 working days

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

### 13.2 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 TPCODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPCODL.

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.

### 13.3 Consignee

Unless otherwise specified in the Contract Document, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPCODL Bhubaneswar.

### 13.4 Submission of mandatory documents on Delivery

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Following documents shall be mandatorily submitted by BA along with supply of material to TPCODL 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

### 13.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	TPCODL material code and material description shall be mentioned in invoice and on material.
3	“Property of TPCODL” 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 TPCODL, Bhubaneswar”, Guarantee period and Associate’s name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPCODL central store. For heavy item(s), crane will be provided by TPCODL [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.

## 14.0 GUARANTEE

### 14.1 Guarantee of Performance

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

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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.

#### **14.2 Guarantee Period**

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPCODL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC, Guarantee Period will be 15 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

#### **14.3 Failure in Guarantee Period (GP)**

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

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

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

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

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all associate costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the 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.

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#### **14.5 Guarantee period for Goods Outsourced**

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

#### **14.6 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.

#### **14.7 Support beyond the Guarantee Period**

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

#### **15.0 LIQUIDATED DAMAGES**

Liquidated damages @1% of the total executed contract value per week or part thereof, for the period of delay in integrated completion, subject to maximum 10% of the value of the contract shall become leviable without prejudice to other rights of the TPCODL. This amount shall be recoverable from any amount due or becoming due to the Business Associates under this or any other contract. In specific cases, TPCODL reserves the right to apply LD only on the unexecuted portion of the supply and works for standalone use, provided full quantity is executed within a maximum 30% additional time. Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPCODL as a proof of deduction/ recovery.

#### **15.1 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.

#### **15.2 Material Recovery**

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

#### **16.0 ASSIGNMENT OR SUBCONTRACTING**

Associates shall not assign/subcontract/outsourced the schedule of activities of contract TPCODL enters with the associate, in part or full, without TPCODL's prior written approval.

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However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPCODL's has placed the contract with the associate from suppliers, makes and agencies which have been mutually agreed upon during contract pre-award stage is permitted subject to following conditions.

In such cases where outsourcing is done by the Associate

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

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

#### **17.0 UNLAWFUL ACTIVITIES**

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

#### **18.0 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.

##### **18.1 Documents**

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

##### **18.2 Geographical Data**

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

### **18.3 Associate's Processes**

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

### **18.4 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.

### **18.5 Violation**

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

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

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

Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages

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arising from any legal proceeding/s, or otherwise. No liability of TPCODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPCODL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

## 20.0 INDEMNITY

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

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

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

## 21.0 LIABILITY & LIMITATIONS

### 21.1 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.***

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

### 21.2 Limitation of Liability

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

## **22.0 FORCE MAJEURE**

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

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

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- 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.

## **23.0 SUSPENSION Of CONTRACT**

### **23.1 Suspension for Convenience**

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

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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 TPCODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.
- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

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

### **23.2 Suspension for Breach of Contract conditions.**

TPCODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 27 for breach/default of contract conditions.

### **23.3 Compensation in lieu of Suspension**

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

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

## **24 TERMINATION OF CONTRACTS**

### **24.1 Termination for Default/Breach of Contract**

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

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- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/ PO.
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPCODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPCODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPCODL.

If the default or breach as specified under clause 24 (except sub clause g thereof) be committed by the associate for the first time, TPCODL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPCODL then TPCODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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

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

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

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

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ii) 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 TPCODL.

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

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

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

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

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

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

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

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

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

## **24.2 Termination for convenience of Associate**

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Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPCODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPCODL, Associate will have to pay TPCODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

### **24.3 Termination for Convenience of TPCODL**

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

### **25.0 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 Bhubaneswar. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The associate shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by TPCODL or suspended by the arbitrator. Further, TPCODL shall continue making such payments as may be found due and payable to the associate for such works.

#### **25.1 Governing law and jurisdiction**

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

### **26.0 ATTRIBUTES OF GCC**

#### **26.1 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.

#### **26.2 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.

#### **26.3 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.

### **27.0 INSURANCE**

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

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

### **28.0 ERRORS AND OMISSIONS**

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

### **29.0 TRANSFER OF TITLES**

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

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

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

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

### **30.0 SUGGESTIONS & FEEDBACK**

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

You may send your feedback by filling up our Business Associate Feedback Form enclosed herewith as Annexure-I. You can also log on to our website [www.tpcentralodisha.com](http://www.tpcentralodisha.com) to provide your feedback according to the guidelines mentioned below:

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### 31.0 CONTACT POINTS

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

### 32.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
2.	Performa for Advance Payment Bank Guarantee	B
3.	Performa for Performance Bank Guarantee (CP cum EP)	C
4.	Performa for No Demand Certificate by Associate	D
5.	Performa for Indemnification on Statutory Compliance	E
6.	Performa For Application For Issuance of Consolidated TDS Certificate	F
7.	HR Service Level Agreement	G
8.	Under taking for competence of workmen	H
9.	Business Associate Feedback Form	I
10.	Acceptance Form For Participation In Reverse Auction Event	J
11.	NEFT or RTGS payment request form	K
12.	Contractor Safety Management System	L
13.	Vendor Appraisal Form	M
14.	Manufacturers Authorization Form	N



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**ANNEXURE-B**

**PROFORMA FOR ADVANCE PAYMENT BANK GUARANTEE**

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

**Note:**

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

**TP Central Odisha Distribution Limited  
Bhubaneswar**

**Advance Payment B.G.No.....**

**Contract No.....dated.....**

1. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply and delivery 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, you have agreed to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_percent) of the total value of the contract on "the Vendor" furnishing you with an irrevocable, unconditional and acceptable bank guarantee to be valid till the date of receipt of "the said equipment" covered by your above mentioned contract. For this purpose you have agreed to accept our 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 three months 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

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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 Bhubaneswar branch and claim will also be payable at Bhubaneswar Branch **(to be confirmed by Bhubaneswar Branch by a letter to that effect)**
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 month from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

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

**Witness**

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

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**ANNEXURE- C**

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

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

**Note:**

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

-----  
 -----  
**TP Central Odisha Distribution Limited**

**Bhubaneswar**

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

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

1. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply cum erection / civil work of \_\_\_\_\_ (hereinafter referred to as "the said Equipment") for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for 10% of the value of contract and to be valid till the end of Guarantee period plus one month towards "Contract cum Equipment performance". For this purpose you have agreed to accept the guarantee.
3. In consideration thereof, we, \_\_\_\_\_ hereby irrevocably and unconditionally guarantee to pay to you on demand but in any case before the end of five working days from the date of the claim and without demur and without reference to "the Vendor" such amount or amounts not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_ % (\_\_\_\_\_ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-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 three 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

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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 Bhubaneswar branch and claim will also be payable at Bhubaneswar Branch (to be confirmed by Bhubaneswar Branch by a letter to that effect in case BG is from the branch outside Bhubaneswar)
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the guarantee will remain in force upto and including \_\_\_\_\_ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one months from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

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

**Witness**

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

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**ANNEXURE-D**

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

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

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

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

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**

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**ANNEXURE – E**

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

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

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

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation (Company Seal)**

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**ANNEXURE-F**

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

To be printed on the letterhead

To,

TP Central Odisha Distribution Limited,

Bhubaneswar

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

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## **ANNEXURE - G**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by Tata Core Values:**

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

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

**3.0 The Business Associates are required to:**

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

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

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- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPCODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPCODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPCODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPCODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, While adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
- i. Clearance for commencement (before start of the work).
  - ii. No Objection Certificate (after completion / before final settlement).
  - iii. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPCODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPCODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPCODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of

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TPCODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPCODL business.

**5.0 The 'Statutory Compliance Enforcement System' in TPCODL is detailed below for adherence by all concerned. Business Associate Cell (BA Cell) will be the process owner for implementation of the system with the help of concerned Engineer I/c or Officer I/c.**

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

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

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

**7.0 Requirements during execution of work:**

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/TPCODL authorities.
- f) Certification of wage disbursement by authorized representative of TPCODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the work place.

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

- a) Submission of duly filled up Form VI A (Notice of Completion).
- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).

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- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

**In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.**

**Enclosure:**

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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

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

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

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

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

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

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

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

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**Form X**

**Undertaking**

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

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

\_\_\_\_\_

Date:

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**Form XI**

**Undertaking**

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

I \_\_\_\_\_ on behalf of

M/s \_\_\_\_\_ hereby undertake:

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

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

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

Date:

\_\_\_\_\_  
( )  
Authorized Signatory

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

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**FORM- VI A**

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

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

**Signature of Contractor**

**With Office Seal**

**The Inspector**

\_\_\_\_\_  
\_\_\_\_\_

**FORM XXIV**

[See Rule 82(1)]

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

Half -Yearly Ending \_\_\_\_\_

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_

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(iii) Drinking water : \_\_\_\_\_

(iv) Crèches : \_\_\_\_\_

(v) First Aid : \_\_\_\_\_

**Signature of contractor**

Place \_\_\_\_\_

Date \_\_\_\_\_

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**ANNEXURE – H**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

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

Authorized Signatory

For M/s

Seal

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**ANNEXURE-I**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

- OEMs       Service Contractor       Material Suppliers       Material & Manpower Supplier

**You are associated with us for**

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

**Your office is located at**

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

**Your nearly turnover with TPCODL**

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

**Additional information**

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

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

### SECTION - A

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

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
11	TPCODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk) initiative has improved payment disbursement process						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPCODL never defaults on contractual terms						
15	In TPCODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPCODL Employees follow Ethical behaviour						

**SECTION - B**

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPCODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	Division / Sub-Division						
1.3	Projects/HOG						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPCODL in comparison to your other clients in terms of <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPCODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPCODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						

**SECTION-C**

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

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

**SECTION - D**

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

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

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### **SECTION – E**

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

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

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

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

We thank you for your time and courtesy!!

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## ANNEXURE-J

### ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT

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

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

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

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

**Signature & Seal of the Bidder**



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send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For \_\_\_\_\_

**(Authorized 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 authorized 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-L**  
**CONTRACTOR SAFETY MANAGEMENT SYSTEM**

**1. OBJECTIVE**

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

**2. SCOPE**

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

**Minor Contracts:** Contracts which satisfy all the criteria listed under the head "Minor Contracts".

**Major Contracts:** Contracts which satisfy any two or more criteria listed under the head "Major Contracts"

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

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

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

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

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

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

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
- 4.2 Distribution Projects – *Annexure 3.2*
- 4.3 EHV Projects – *Annexure 3.3*
- 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
- 4.5 Civil / Generation Projects – *Annexure 3.5*
- 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AMI, MRG, etc. – *Annex 3.6*
- 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*

1. *Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.*

**(Details as per Annexure attached)**

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

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

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPCODL. **BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPCODL work site. BA needs to ensure**

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

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

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

## **5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL**

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

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

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

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

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

**5.4 Site Skilled Personnel:** For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by TPCODL

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shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, EHV Projects, maintenance of Sub-Transmission Network, MMG & EAG, maintenance and operation of street lights, shall preferably have at least 20 per cent of ITI qualified electricians in the first year of the contract. This figure shall preferably be incremented by 15 per cent every subsequent year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.2 Epilepsy

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

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

## 6. REWARD AND PUNITIVE MEASURES

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

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

### 6.2 Measures of Reward and Punitive Measures

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

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPCODL official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). <i>(Automatically generated if Site audit done through Mobile App.)</i>	SAFETY Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the current bill of the BA,	Engineer In-charge

<i>if any.</i>	
↓	
HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted.	SAFETY Group
↓	
The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees.	SAFETY Group with approval of CFO/Chief (O & S) /CEO&MD

The safety violations have been rated from 1 to 5 (figure 6.3) as per the gravity of the violation. If the same violation is repeated it may escalate into a higher penalty. If a particular Business Associate employee violates safety norms three times, he shall not be allowed to work in TPCODL for a period of one year from the date of the 3<sup>rd</sup> violation.

### 6.3 Safety Violation Escalation Matrix

#### 6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	A	B	C	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	A	B	C	D	
5	Violation of SOP/ WI	B	C	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.	
A	Warning letter	Engineer Incharge	Nil			
B	Levy of Penalty	Engineer Incharge	2,000			
C	Memo to BA & Levy of Penalty	Head of Group	4,000			
D	Memo to BA & Levy of Penalty	Head of Department	10,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1a)-Penalty Matrix for Safety violation (Applicable for Minor Contracts)

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	B	C	D	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	B	C	D	E	
5	Violation of SOP/ WI	C	D	E		
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.	
A	Levy of Penalty	Engineer Incharge	5,000			
B	Memo to BA & Levy of Penalty	Engineer Incharge	10,000			
C	Memo to BA & Levy of Penalty	Head of Group	25,000			
D	Memo to BA & Levy of Penalty	Head of Department	50,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to GM/ Sr. GM level) and further, *if required*, continuation / extension of contract will only be initiated by Functional Chief / Head of the department (equivalent to Sr. GM / Chief level) and approved by CEO & MD. Till the extension, the contract will remain suspended.

TPCODL encourages the reportage of the safety violation during the contract work by BA. Any TPCODL employee can register a safety violation against the BA in the “Safety Violation Form” *annexure 10*. Initially the observer has to fill the form and handover the counterfoil (lower portion) of the document to the supervisor of the BA, inform the site engineer of TPCODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

Consequence Of an Incident / Accident (In case of <b>MAJOR</b> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>F</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	<b>F</b>	<b>G</b>	<b>G</b>	<b>H</b>	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	<b>G</b>	<b>G</b>	<b>H</b>	<b>I</b>	
4	Single fatality	<b>J</b>	<b>K</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>K</b>				
Legend	Action to be taken	Responsibility	Penalty (in Rs.)	The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.		
<b>F</b>	Memo to BA and levy of penalty	Engineer Incharge	5,000/-			
<b>G</b>	Memo to BA and levy of penalty	Head of Group	20,000/-			
<b>H</b>	Memo to BA and levy of penalty	Head of Group	50,000/-			
<b>I</b>	Memo to BA and levy of penalty	Head of Department	2,00,000/-			
<b>J</b>	Memo to BA and levy of penalty	Head of Department	5,00,000/-			
<b>K</b>	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head	10,00,000/-			

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

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

Consequence Of an Incident / Accident (In case of <u>MINOR</u> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
<b>N</b>	Memo to BA and levy of penalty	Head of Group		25,000/-		
<b>O</b>	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
<b>P</b>	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
<b>Q</b>	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		

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

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

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

### 6.3.2 COMPENSATION FOR BA PERSONNEL

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

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

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

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

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

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

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

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

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

### Abbreviations Used in the Document

TPCODL	TP Central Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster Management
MMG	Meter Management Group
EAG	Energy Audit Group
PPE	Personal Protective Equipment
SOP	Standard Operating Procedures
CSI/SI	Circle Safety In-charge / Safety In-charge
ASO	Area Safety Officer
NSO	Nodal Safety Officer
SC	Safety Coordinator
HoG / HoD	Head of Group / Head of Department
AGM / GM / VP	Assistant General Manager / General Manager / Vice President

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CFO / Chief (O & S)/ CEO & MD	Chief Finance Officer / Chief (Operating & Safety) / Chief Executive Officer & Managing Director
COS	Corporate Operation Services
CAP	Centralized Account Payable System
PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

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**Annexure 1 (Refer Para 3.1)**

***Business Associate Safety Management System Questionnaire***

Certification					
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.					
Company Name:					
Turnover and experience:		Name of top officer:			
Date:		Position			
Contract Details					
Contract Name			Contract Number:		
Business Associates Safety Management System Questionnaire		Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>					
- <b>Is there a written company Safety policy?</b>		1			
- If yes provide a copy of the policy, if No please refer Note 1.					
- <b>Does the company have an Safety Management system</b>		1			
- If yes provide details, if No please refer Note 1.					
- <b>Is there a company Safety Management System manual or plan?</b>		2			
- If yes provide a copy of the content page(s), if No please refer Note 1.					
- <b>Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b>		2			
- If yes provide details, if No please refer Note 1.					
<i>Safe Work Practices and Procedures</i>					
- <b>Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b>		1			
- If yes provide a summary listing of procedures or instructions, if No please refer Note 2.					

Certification				
- Comments				
- <b>Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
- <b>Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
- <b>Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			
- <b>Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
- <b>Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
- <b>Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</b>	1			

Certification				
- If yes provide details				
<i>Safety Performance Monitoring</i>				
- <b>Are employees regularly provided with information on company health and safety performance?</b> - If yes provide details	1			
- <b>Has the company ever been convicted of an occupational health and safety offence?</b> - If yes provide details	NO Marks (Negative mark ONE for each case)			
- Has there been any major accident of employee at TPCODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPCODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
<i>Company Reference</i>				
1. Name of company 2. Name of company				

**Note**

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

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

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

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

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

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

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

***Risk Assessment Form***

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

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

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>
Excavation / Civil work	Collapse of soil, Fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> <li>1. Mandatory compliance of TPCODL Road Safety policy W07(COR-P-12)</li> </ol>

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Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
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*Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.*

**Guidelines for filling the Risk Assessment Form**

- *Specific Task/Activity* - The documentation of each major task associated with the contract.
- *Potential Hazards* - The identification of hazards associated with each activity or task to be carried out.
- *Class of Risk* - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- *Control Measure* - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

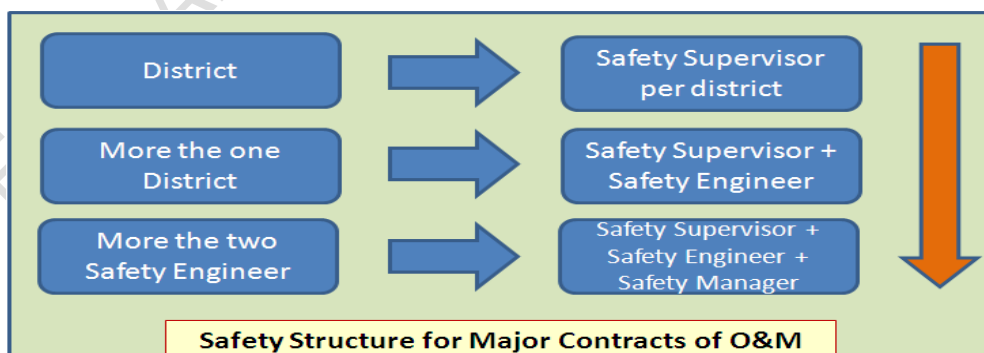
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### Annexure 3.1 (Refer Para 4.0)

#### General Safety Conditions for the Maintenance of Distribution Network Contracts:

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

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

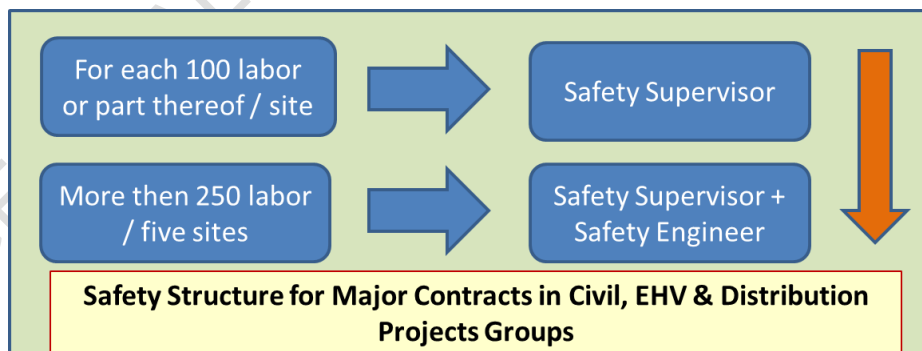


**Annexure 3.2 (Refer Para 4.0)**

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

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

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

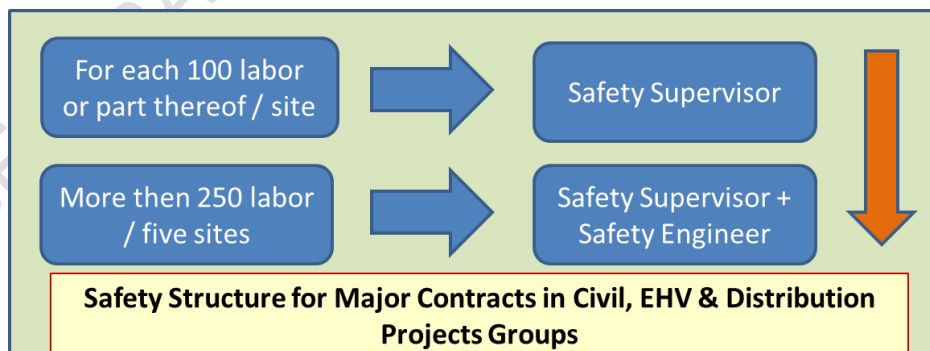


### Annexure 3.3 (Refer Para 4.0)

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

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

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



### Annexure 3.4 (Refer Para 4.0)

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

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

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



### Annexure 3.5 (Refer Para 4.0)

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

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

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



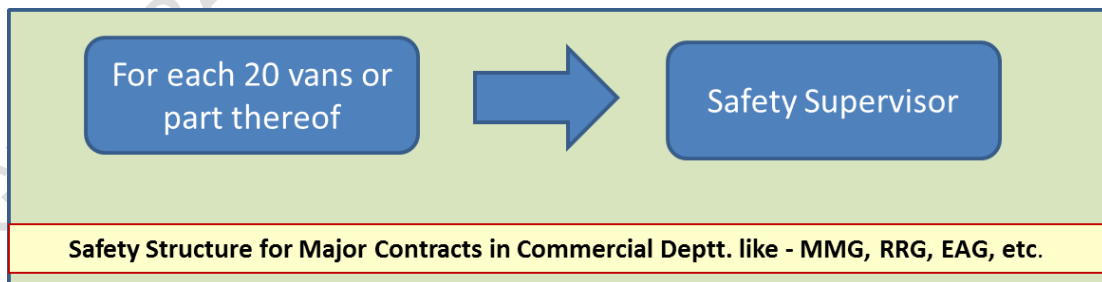
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**Annexure 3.6 (Refer Para 4.0)**

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

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

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



**Annexure 3.7 (Refer Para 4.0)**

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

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

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



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**Annexure 4 (Refer Para 3.3)**

**Safety Undertaking by way of Affidavit**

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

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

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

DEPONENT

VERIFICATION

Verified at Bhubaneswar on this \_\_Day of \_\_\_\_\_20\_\_ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

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**Annexure 5 (Refer Para 5.4)**

**SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR**

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

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

OR

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

OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

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

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

OR

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

AND

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

OR

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

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**Annexure 6 (Refer Para 5.6)**

**Training Module for BAs Worker & Supervisor**

**Training for BA Supervisor**

**Duration – 02 Hrs / Month**

**Methodology:** Lecture and Practical Demonstration of Safety Zone Creation

**Session: 1**

**Topic:** Electrical Safety Aspects

**Sub Topics:**

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

**Session: 2**

**Topic:** Use of Electrical Testing Equipment

**Methodology:** Lecture and Practical Demonstration

**Sub Topics:**

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

**Session: 3**

**Topic:** Awareness of Electrical Safety Aspects

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

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

#### **Session: 4**

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

#### **Session: 5**

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

### **FREQUENCY**

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

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

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

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

#### **Duration / Periodicity:**

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

**Annexure 7 (Refer Para 5.7)**



**LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY**

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

*Note:*

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

**Pictures of PPE for reference purpose.**

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	

04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fire Proof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPCODL standard	
08	Reflective jacket to each workmen	As per TPCODL standard	

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

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

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

Note:

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

**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

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

Name of BA : .....

Name of the Project and Purchase order No: .....

Date of commencement of work: .....

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

Cumulative Man Hour worked: .....

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

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

Detail of the Incident / Sub Standard Acts and Condition

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

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

Detail of the Accident / Near Miss Incidents:

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

Details of the Safety Violations:

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Date and Location	Brief Description	Name of employee involved	Action Taken

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

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

Detail of the Safety Meeting

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

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

Date	Area / Location	Major Observations	Recommendations	Action Taken

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

Date	Location	Activity	Level of Participation	Number of participation

Signature of the BA Safety Representative  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

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

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

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**ANNEXURE-M**  
**VENDOR APPRAISAL FORM**

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

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		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	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:

	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED 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	:
<b>11.0</b>	<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>		
<b>12.0</b>	<b>SALES, SERVICE AND SITE ORANISATIONAL DETAILS</b>		

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13.0	<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>	:
14.0	<b>POWER SITUATION</b>	:
15.0	<b>LABOUR SITUATION</b>	:
16.0 *	<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	
17.0	<b>ORGANIZATIONAL DETAILS</b> 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	<b>DOCUMENTS TO BE ENCLOSED:</b> 1. FACTORY LICENSE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GST Registration No	

\* 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.**

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**ANNEXURE-N**

**MANUFACTURER AUTHORIZATION FORM**

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

Date: .....

Tender Enquiry No.: .....

To,  
Chief (Procurement & Stores)  
TP Central Odisha Distribution Limited,  
Bhubaneswar

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.

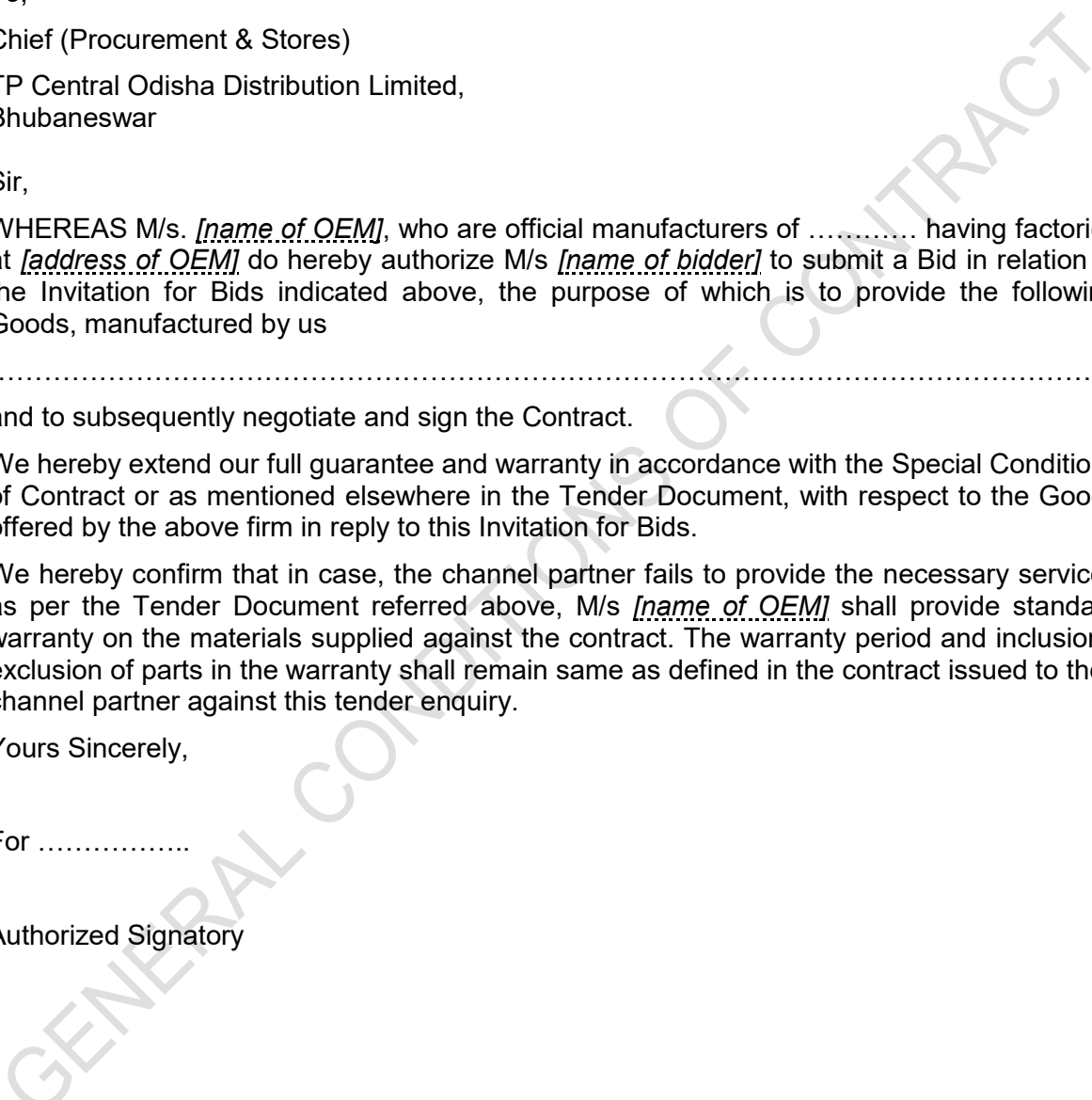
We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

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



<b>TPNODL</b>	TP NORTHERN ODISHA DISTRIBUTION LTD	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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Prepared By Imran Ahmad/ Swetaraj Parida	Reviewed By Vipin Chauhan VIPIN CHAUHAN <small>Digitally signed by VIPIN CHAUHAN Date: 2021.12.04 15:09:53 +05'30'</small>	Approved By Sunil Bhattar SUNIL BHATTAR

Digitally signed by SUNIL BHATTAR  
DN: c=IN, o=Personal,  
postalCode=751016, st=Haryana,  
serialNumber=553CC668A7C5989A74  
C119998C838A38E97C01F84A3FFE59E  
1358838297F0F38, cn=SUNIL BHATTAR  
Date: 2021.12.04 15:24:27 +05'30'

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<b>3.0</b>	<b>CONTRACT PARAMETERS</b>
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3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/Time
3.5	Contract Execution Completion Date
3.6	Contract Execution Period/Time
3.7	Contract Price /Value
3.8	Contract Document
3.9	Contract Language
3.10	Reverse Auction
<b>4.0</b>	<b>SCOPE OF WORK</b>
4.1	Bid Evaluation- Commercial, Technical & Safety Evaluation
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4.3	Display of notice boards at work site
4.4	Disposal of waste at site
4.5	Deployment of workforce
4.6	Damage of Properties
4.7	Issuance of material
4.8	Company's right to use works
4.9	Rights of TPNODL to vary the scope work
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5.1	For Supply part of Contract

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6.7	All-Risk Insurance Policy
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<b>8.0</b>	<b>SECURITY CUM PERFORMANCE DEPOSIT</b>
8.1	Relationship Bank Guarantee
<b>9.0</b>	<b>STATUTORY COMPLIANCE</b>
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Compliance to Labour Laws
9.5	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
9.6	MSME Development Act 2006
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<b>10.0</b>	<b>QUALITY</b>
10.1	Knowledge of Requirements
10.2	Material/Equipment/Works Quality
10.3	Adherence to Rules & Regulations
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## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2. Tata Code of Conduct

The Business Associate and TPNODL shall be bound by the provisions/ clauses mentioned in Tata Code of Conduct (TCoC) in all their dealings with stakeholders. The Associate is advised to go through the TCoC document available as Annexure-P.

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/Award of Contract

TPNODL awards the contract to the Associate in writing in the form of Purchase order 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 TPNODL copy of the contract document duly signed by legally authorized representative of associate, within two days of Effective Date of Contract for contracts having contract execution time less than 30 days and within five days for all other contracts.

Note- In case of RC though, further Release Orders (RO) shall be issued by TPNODL on RC rates and terms & Conditions as per the requirement of TPNODL.

### 3.2 Contract Commencement Date

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

### 3.3 Contract Completion Date

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The date of expiry of Guarantee Period (detailed in section 12 of this document) shall be deemed as the Contract Completion Date.

### **3.4 Contract Period/Time**

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

### **3.5 Contract Execution Completion Date**

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

### **3.6 Contract Execution Period/Time**

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

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

### **3.7 Contract Price /Value**

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

### **3.8 Contract Document**

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

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

### **3.9 Contract Language**

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

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

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

### **3.10 Reverse Auction**

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

*In addition to this TPNODL reserve the rights for manual negotiation even after the Reverse Auction.*

### **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 TPNODL's requirements.

Completeness: Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, 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.

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

In the event, TPNODL requests a change, the Contract price and time shall be adjusted upwards or downwards, as the case may be and shall be mutually agreed to. The associate

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shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

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

#### 4.1 Bid Evaluation- Commercial, Technical and Safety Evaluation

TPNODL reserves the right to evaluate the bid in the following manner on the below parameters as per the requirement:

- **Safety Evaluation:** Business Associates may be required to submit a separate Safety Bid along with their Technical & Price Bids at the time of bidding, especially in cases where the expected contract value  $\geq$  Rs. 1 Cr. and which fall in high risk category as detailed in Annexure-N. In such cases, TPNODL shall also do a Safety Bid Evaluation along with Technical Evaluation to declare the Qualified Bidders.
- **Technical Evaluation:** The bid shall be evaluated on the parameters and not limited to Bidder Experience, Bidder Performance with other utility/company, internal performance feedback, Technical Specification, General Technical Parameters (GTP), Layout, Drawings etc.

TPNODL reserves the right to carry out Factory Evaluation of Manufacturer along with the Visit to executed Sites for further evaluation to ascertain bidder's manufacturing capability, quality procedures & Performance of executed works.

- **Commercial Evaluation:** The bid shall be evaluated on the basis of Qualifying Requirement parameters and other commercial parameters as mentioned in tender.

#### 4.2 Indemnity

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

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

Contract having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- E to Order Issuing Authority.

#### 4.3 Display of Notice Boards at Work Sites

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

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.

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- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

#### **4.4 Disposal of Waste at Site**

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

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

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

#### **4.5 Deployment of Work Force**

Associate shall deploy adequate labour, as considered necessary by TPNODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPNODL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Associate shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any

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time. Associate shall continue to be responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

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

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

#### **4.6 Damages to Properties**

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

#### **4.7 Issuance of Material**

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

#### **4.8 Company's Right To Use Works**

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

#### **4.9 Rights of TPNODL to vary the scope work**

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

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

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

## **5.0 PRICES/ RATES/ TAXES**

### **5.1 For Supply part of Contract**

Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPNODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPNODL store/site & unloading & delivery at TPNODL stores/TPNODL 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, cesses and duties, particularly Goods and Services Tax as applicable. All government levy / taxes shall be paid only when the invoice is submitted according to the relevant act.

The prices/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 TPNODL making changes in quantum in all or any of the schedules of items of contract.

### **5.2 For Service part of Contract**

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

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

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

### **5.3 Changes in Statutory Tax Structure**

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

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

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## 6.0 TERMS OF PAYMENT

- A. 5% of the Release Order/ Purchase Order price shall be paid as initial interest free advance on fulfillment of the following by the Associate:
- a) Acceptance of PO/ LOI.
  - b) Submission of advance payment BG (APBG) of 15% of the Release Order/ Purchase Order price which shall remain valid till the advance is fully adjusted.
  - c) Submission of Contract Performance Bank Guarantee (CPBG) of 5/10% of the RC/ PO price valid till 30 days after taking over of the works.
- B. 10% of the Release Order/ Purchase Order price shall be paid as interest free advance against approval of drawings under Category-1 of major drawings, Quality Plans, Pert Chart, Field Quality Plan, posting of Project Manager and commencement of the first mile stone of the work mutually agreed including C-3 Form, and submission of a true copy of 'Erection All Risk Insurance Policy' taken for the awarded jobs. The drawing list shall be mutually agreed at the time of award of work.
- C. 50% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition and certification by TPNODL along with bills complete in all respects viz. MDCCs etc.
- D. 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorata basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item. In case this milestone is not completed beyond 120 days for reasons attributable to TPNODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPNODL.
- E. 15% payment of the actual executed Release Order/ Purchase Order shall be paid after completion of acceptance test and Taking Over of the complete systems specified in the enquiry, including clearance of Electrical Inspection, compliance of final punch point and after reconciliation & adjustment of payments, if any, towards Quantities of materials issued from purchaser's stock and consumed by the contractor for expeditious completion of the job. In case this milestone is not completed beyond 120 days beyond schedule for reasons attributable to TPNODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPNODL.

The Contractor shall submit all Operation & Maintenance manuals and "As Built Drawings" etc. and shall also submit Equipment Warranty Bank Guarantee (EWBG) equivalent to 5/10% of actual executed contract price before the release of this last payment and return of CPBG. The validity of EWBG shall be for a period of 15 months from the date of taking over of the works or specified guarantee period in drawing/tender/technical specification documents etc. whichever is later. The

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associate shall also submit 'No Demand Certificate' at the time of receipt of full and final payment.

### 6.1 Pre-Requisites for Payment

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

### 6.2 Bills & Invoices

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

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

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

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

### 6.3 Payment & Statutory Deductions

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

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

#### 6.3.1 Statutory Deductions

TPNODL will deduct the amounts of TDS, TCS as per statutory requirement under the income tax act, the Goods and Services tax act, BOCW Act, or any other applicable tax act and certificates (wherever applicable) will be issued to associate accordingly. For consumption of TPNODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills. The Engineer-in-Charge as stated in the Order shall be responsible for

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certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Finance office, Balasore.

#### 6.4 Guidelines for Raising Running/Final Bills

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

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish NDC.

#### 6.5 Quantity Variation

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

#### 6.6 Full and Final Payment

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

#### 6.7 Erection All –Risk Insurance Policy

Associate shall obtain an Erection All Risk (EAR) Policy as a comprehensive insurance solution designed to cover broad spectrum of risks to which a project is exposed to - from arrival of construction material at site till the completion of project, including but not limited to the following, the copy of Insurance Policy shall be submitted to E-I-C/ Finance department of TPNODL before starting the work.

- a. Earthquake
- b. Terrorism
- c. Escalation Cost (10% of sum insured on annual basis)
- d. Extended Maintenance cover for defect liability period-24 months
- e. Design Defect
- f. 50-50 Clause
- g. 72 Hours Clause
- h. Loss minimization clause
- i. Offsite storage/ fabrication
- j. TPL (INR 50 lac per occurrence)
- k. Theft, pilferage
- l. Cross liability
- m. Malicious damage
- n. Contractor's plant & equipment (value 25 lakh)
- o. Waiver of Subrogation clause
- p. STFI- Storm, Tempest, Flood, Fire and Inundation

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EAR policy is mandatory document for processing the invoices. Business Associate needs to ensure that the All- Risk Insurance Policy is obtained as per the terms of contract, failing which:

- Penalty @1% of contract value would be charged.
- In case of expiry of policy before handing over the project, TPNODL Engineer-In-Charge shall reserve the right to deduct the penalty upto a maximum of 1% of contract value.

## **7.0 MODE OF PAYMENT**

Payment shall be made through RTGS/ NEFT/ Online Net banking mode for which Business Associate shall submit the details of Bank Account and other details as per annexure J. Further, for any payments made, TPNODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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

## **8.0 SECURITY CUM PERFORMANCE DEPOSIT**

Associates shall submit within 21 days from the effective date of issue of PO/RC, Security cum Performance Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to TPNODL for:

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

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

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

**In case, PBG will not submitted by BA within 21 days post awarding the contract, TPNODL will reserve the right to take any appropriate action. However, in case of non-submission of PBG till the date of first bill submission, the amounts towards PBG shall be retained by TPNODL from Bills.**

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

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one month. The Guarantee Period shall be considered as per the last RO issued against the said RC. The original SPBG as submitted against the RC shall be released on submission of the new SPBG to TPNODL. Alternatively, Associate may extend the validity of original SPBG only till the requisite period, i.e. Guarantee Period plus one month.

## **9.0 STATUTORY COMPLIANCE**

### **9.1 Compliance to Various Acts**

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

Associate shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labour (Regulation and abolition) Act 1970, and any other relevant regulations as the case may be. Associate shall also be solely responsible for the payment of all benefits such as Provident Fund, ESI, Bonus, Leave compensation and other benefits as may be applicable under applicable labour laws, etc. as per the various statutory regulations. The Associate shall compulsorily bear the cost of medical treatment and payment of monetary compensation to the families of the victims in case of injury or death, while on duty during his/her engagement with the Associate and shall keep TPNODL indemnified in this regard against any such claim and provide documentary evidences of the same to TPNODL. TPNODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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

### **9.2 SA 8000**

Further being **TPNODL/ Tata Power** is SA 8000 complied and expects its Associates to follow guidelines of SA8000: 2014 on the following aspects

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

Business Associate is expected to ensure adherence to all statutory laws and requirements as applicable. The Associate needs to obtain Form C-3 before commencement of work and No Objection Certificate (NOC) on completion of work from BA-Relations Cell/ HR.

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In case any non-compliance is observed, TPNODL shall reserve the right to penalize the bidder as per direction of E-I-C. The penalty shall be 1% of total all-inclusive contract value for such cases. Also, TPNODL reserves the right to reject such bidder in future tenders.

### 9.3 Affirmative Action

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

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

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

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

S. No.	Initiative	for SC/ ST BA's	Guideline Document
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	25% relaxation in PBG for order value above 50 lacs else 50% relaxation	All limited and Open tenders
4	Turnover	25% relaxation in company turnover under qualifying requirement criteria	All Open Tenders

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

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

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

### 9.4 Compliance to Labor Laws

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

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

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

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

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

### **9.6 Special Terms & Conditions for BAs engaged under PLPBC or Service Contracts**

1. The Business Associate will abide by the rules & regulations and various process requirements of TPNODL which may get amended from time to time based on business needs.
2. The Business Associate shall ensure submission of required information to TPNODL as required by TPNODL or any government authorities (with a copy to TPNODL), as and when required within the stipulated time frame.
3. The business associate shall, before start of work, obtain and submit to TPNODL a copy of
  - ✚ PF Code allotment letter issued to him/them by the EPF organization.
  - ✚ ESIC Code allotment letter issued to him/them by the ESI authorities.
  - ✚ valid insurance documents under Employees' Compensation Act, for its employees not eligible for coverage under ESIC
4. The Business Associate shall, in case of his/engagement in any construction activities falling under the purview of the Building and Other Construction Workers (BOCW) Act, apply for registration under the said BOCW Act before start of work and obtain the said registration within a month of starting such work. Business Associate shall also ensure compliance to all other applicable provisions including payment of applicable cess under the Act.

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5. The Business Associate shall comply with all applicable provisions under Inter State Migrant Workmen (ISMW) Act.
6. The Business Associate shall ensure its employees enter and work at respective place of work or premises of TPNODL in fulfilment of contractual obligations of the Business Associate, only with due authorization and valid IDENTITY. Issue of such authorization cum identity passes to its workers would be facilitated by the Business Associate, by submitting relevant information, documents, authorizations and complying to TPNODL's processes including safety training and medical checkup procedures as laid down from time to time for issue of authorization cum identity-passes. Business Associate shall not engage any of its workers for work without a valid authorization cum identity pass or with a VISITOR GATE PASS. Violation of the above may lead to termination of the contract.
7. The Business Associate shall comply with the following under various statutes, statutory requirement or any other requirement as may be applicable from time to time :
  - i) Submit an application for obtaining Form-V, required for applying for Labour License.
  - ii) Submit a copy of valid Labour License with reference to the work order, without which authorization cum identity passes would not be issued to the employees of respective Business Associate.
  - iii) Temporary authorization cum identity passes are issued only for seven days, hence the Business Associate will be required to arrange for issuance of permanent authorization cum identity passes within said timeline, by submitting required documents/information. With special permission from user and HR/IR department the validity of temporary authorization cum identity passes can be extended upto 15 days. Under no circumstances shall temporary authorization cum identity passes be issued for more than 15 days.
  - iv) Business Associate is required to complete the process of Medical fitness certificate and police verification certificate within these seven days, unless exempted by the TPNODL management. Any delay due to reasons beyond control of the vendor, needs to be approved by TPNODL HR/IR department.
  - v) Business Associate shall apply for Authorisation cum Photo identity pass as per Company's security procedure.
  - vi) In case of renewal of authorization cum identity passes, the application should be initiated at least seven days in advance.
  - vii) Business Associate shall submit the Register of Workmen in Form-XIII, duly filled in all respects, within 15 days of starting the job.
  - viii) Business Associate shall provide employment card (Form-XIV) to all his/their workers.
  - ix) Business Associate shall disburse wages to its employees by 7th of the subsequent month under intimation to TPNODL, through bank transfer with submission of a copy of bank statement to TPNODL. TPNODL expects its associate vendors/ Business Associates to facilitate opening of bank account by all its employees and pay wages through bank transfers.
  - x) Wage notification should be given by the Business Associate at least one week ahead. A copy of the same to be forwarded to TPNODL for information necessary confirmation of payments.
  - xi) Wages Slip (Form-XIX) to be provided by the Business Associate to all its workers before disbursement of wages.
  - xii) PF contribution to be deposited on or before 15th of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
  - xiii) Business Associate to facilitate transfer of PF/EPS accumulations in respect of its employees from their previous employer, if any.

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- xiv) ESI contribution to be deposited on or before 21st of the subsequent month and proof thereof need to be submitted to TPNODL by 25th of the month.
- xv) Muster roll, Wage Register, Combined Challan & ECR of PF deposition and Challan / Contribution history of ESIC to be submitted to TPNODL HR/IR Department on or before 25th of the subsequent month.
- xvi) Business Associate shall be required to arrange for applicable welfare measures under applicable statutes for its employees in consultation with TPNODL order manager.
- xvii) Business Associate has to submit all the relevant returns under all applicable enactments on or within the scheduled date and a copy of the same need to be submitted to TPNODL HR/IR department within seven days of the scheduled date of submission.
8. Business Associate shall not be allowed to work for TPNODL without possessing a  
**\* Valid PO      \*Valid Labour License      \* Valid AUthorisation cum Identity Pass**
9. NO BILLS OF THE VENDOR/BUSINESS ASSOCIATE SHALL BE RELEASED IN CASE OF FAILURE TO COMPLY WITH THE ABOVE PROVISIONS.
10. Above requirement not being exhaustive, vendors/ Business Associate will be liable to comply with the provisions of any other enactment as notified or would be applicable to them from time to time.
11. An additional overhead charge of 25% of the wage bill value will be charged to the Business Associate in case the BA fails to pay the wages of its workers in time and TPNODL as principle employers is compelled to make the payment on their behalf. The total amount, including the overhead charge, will be recovered from the subsequent bill payable to the Business Associate.
12. Continuous default in wage payment to its employees within stipulated date as mentioned above, for three months, will lead to termination of the contract and may also lead to blacklisting of the Business Associate/ cancel vendors' registration.
13. After completion of work and before or at the time of submission of final bills, the Business Associate must ensure the following and submit proof thereof to TPNODL enabling TPNODL release its final bills. In absence of the same no such bills would be released by TPNODL :
- All wage payments are made to its workers till the last day of their work in TPNODL
  - Compensation towards Leave with wages are disbursed to its employees till the last day of their work.
  - Statutory bonus is paid to its employees for the period of their work.
  - Retrenchment compensation, where applicable, is paid to its employees as per eligibility.
  - Notice is given to the workers regarding retrenchment and in absence; notice pay is given to the workers as per the enactment, where applicable.
  - Along with final payments, full & final statement is issued to all its employees engaged by them for their work in TPNODL
  - No dues certificate is obtained from all its employees and copy submitted to TPNODL
  - Ensure withdrawal or transfer formalities in respect of PF/EPF accumulation of all its employees and submit proof thereof to TPNODL HR/IR dept.
  - Submit Form VI-A to TPNODL and surrender Labour License, wherever issued, to concerned labour department in case the license is no more required for work in

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TPNODL, and obtain clearance thereof from the Licensing Authority for submission to TPNODL.

- j. Ensure intimation to PF & ESI authorities regarding completion of work and closure of contract with TPNODL. Proof of such intimation need to be submitted to TPNODL.
  - k. Indemnify TPNODL from any future liability on account of statutory compliance or failure on part of the vendor/Business Associate for their work in TPNODL in respect of their employees or employees of their sub vendors/Business Associates, by submitting an Indemnity Bond on Rs.100/- non judicial stamp paper executed by its Director/Proprietor, authorized for the purpose, and duly notarized.
  - l. Return back the Authorization cum Photo Identity passes to Administration representative or HR/IR department and submit proof thereof to TPNODL HR/IR team.
14. Penalty of up to Rs.1,00,000/- per month will be applicable to Business Associates defaulting on compliances as mentioned below, at the sole discretion of TPNODL management.
- a. Any complaint received from the workmen of the Business Associate of non-payment / less payment or payment after the due date i.e. the stipulated date for such payment as per law, will attract penalty
  - b. Non submission of any or all of the documents listed below (as applicable), in proof of all required statutory compliance (other than wage/payment register), within stipulated time for which it is due, will attracted penalty.

List of documents:

1. Copy of valid Labour License.
2. Registers & records under applicable enactments.
3. PF Challan & ECR File.
4. ESI Challan & Contribution History.
5. Undertaking regarding non engagement of migrant workmen at TPNODL Site.
6. Details of wage payment through Bank.
7. Compliance w.r.t. BOCW Act (if applicable)
8. Submission of Applicable returns.

Our Business Associates are our business partners who we expect to be law abiding and complying to all statutory requirements, thereby not necessitating us to invoke the penalty clause mentioned in this GCC

15. The Business Associate will be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any accidental death anywhere in India, for a sum insured value of Rs.15 Lacs. In absence of having such coverage and in an unfortunate event of any accidental death of any of its workers, the BA will be required to pay such amount of Rs.15 Lacs to the victim's family/ legal heirs. This will be payable by the BA over & above the compensation, if any, payable under the Employees' State Insurance Act for covered employees or compensation payable by BA under the Employees' Compensation Act.

The Business Associate will also be required to take an appropriate insurance coverage for all its employees engaged by them in TPNODL against any death due to Covid-19 irrespective of place, type & days of treatment anywhere in India, for a sum insured value of

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Rs.10 Lacs. In absence of having such coverage and in an unfortunate event of any death of any of its workers due to Covid-19, the BA will be required to pay such amount of Rs.10 Lacs to the victim's family/ legal heirs. The BA is free to have this coverage for their employees against Covid-19 death through a mutually agreed contributory scheme and may recover up to 50% of the average premium payable per insured, from its employees.

### 9.6 MSME Development ACT 2006

Provisions for Firms falling in The Micro, Small and Medium Enterprise Development Act 2006:-

- Business Associate is requested to inform the TPNODL if they fall under provisions of -The Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPNODL. The Associate also needs to mention the relevant details on their invoice/ bill.
- Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPNODL, enabling them to avail the consequent benefits, failing which TPNODL may take appropriate action against such defaults.
- Business Associates falling in MSME category can avail the following benefits-
  - a. **Tender Fees:** To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
  - b. **Earnest Money Deposit (EMD):** EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
  - c. **Qualification Requirement for Open Tenders:** Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria. For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power/ TPNODL and its Group Companies shall supersede feedback from other Customers.
  - d. **Reservation for MSME:** TPNODL reserve the rights to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.
  - e. **Performance Bank Guarantees:** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

### 9.6 ISO 14001

The vendor to confirm whether their organization is ISO 14001 certified. If not, the Vendor must certify that the handling, use and disposal of their product/ by-products conform to practices consistent with sound environment management and local statues. The Vendor shall ensure that all the wastes are disposal in environmental friendly way with strict

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compliance to applicable laws including adherence to MoEF guidelines with respect to the disposal of batteries, lead waste, copper cables, ash, waste oil, e-waste etc. which shall be disposed through MoEF approved parties only. The vendor shall also dispose off the e-waste generated at the end of the product life cycle at its own costs and risk as per the MoEF guidelines/ Orders

## **10.0 QUALITY**

### **10.1 Knowledge of Requirements**

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

### **10.2 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 TPNODL.

### **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 TPNODL as enumerated in the Contract which may be more rigid than and not contrary to the above mentioned rules, nor providing such construction as may be required by the above mentioned rules and regulations. In case of variance of the Technical Specification from the laws, ordinance, rules and regulations governing the work, the Associate shall immediately notify the same to the TPNODL. It is the sole responsibility of the Associate, however, to determine that such variance exists. Wherever required by rules and regulations, the Associate shall also obtain the statutory authorities' approval for the plant, machinery and equipment to be supplied by the Associate.

### **10.4 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 TPNODL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.

Brand names mentioned in the Contract documents are for the purpose of establishing the type and quality of products to be used. The Associate shall not change the brand name

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and qualities of the bought out items without the prior written approval of the TPNODL. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the TPNODL. In any circumstances the codes, specimen and standards prescribed by any government agency should not be violated.

### **11.0 SAFETY**

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

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

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC.

### **12.0 INSPECTION/PARTICIPATION**

#### **12.1 Right to Carry Out Inspection**

TPNODL 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 TPNODL during contract execution time.

All inspections and participations shall be carried out within maximum of two weeks of TPNODL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

MDCC request shall be submitted by BA to TPNODL at least 7 days before inspection date.

#### **12.2 Facilitating Inspection**

The Associate shall provide all opportunities and information to TPNODL'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 TPNODL'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 TPNODL's engineers. Similarly, facilities shall also be provided

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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 TPNODL/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 TPNODL inspectors are not satisfied with the safety arrangements at the plant, TPNODL 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 TPNODL along with the inspection call, for scrutiny of TPNODL.

The Associate and TPNODL 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 TPNODL for receiving clearance for dispatch of materials.

### **12.3 Third Party Nomination**

TPNODL 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 TPNODL as far as conducting the inspection.

### **12.4 Waiver of Inspections**

TPNODL 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.

### **12.5 Incorrect Inspection Call**

In case it is observed that the material offered for inspection is not ready at the time of TPNODL 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.

## **13.0 MDCC & DELIVERY OF MATERIALS**

### **13.1 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 TPNODL. Material delivered at TPNODL stores or at project site without a valid MDCC issued by the designated official of TPNODL 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 TPNODL, then, MDCC shall be issued on receiving all the test reports-routine& type-from the Associate and finding them in order.

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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 utilised 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 sub-contractors:

- 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 Odisha	12 days
2	Within Odisha	5 days
3	Waiver*	3 working days

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

### 13.2 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 TPNODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPNODL.

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

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as per the original delivery schedule and not from the agreed timelines for material rectification.

### 13.3 Consignee

Unless otherwise specified in the Contract Document, Materials/Goods/Equipment shall be consigned to “Stores-In-Charge”, **TPNODL, Balasore/ Jajpur/ Others.**

### 13.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPNODL 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

### 13.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	TPNODL material code and material description shall be mentioned in invoice and on material.
3	“Property of TPNODL” 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 TPNODL, Odisha”, Guarantee period and Associate’s name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPNODL central store. For heavy item(s), crane shall be arrange by the BA. However, in case, BA is not able to arrange the Crane, then TPNODL reserve the rights to hire the crane from market/ within internal resources and all expenditure/ unloading shall be recovered from BA.
9	The driver should have valid License and one helper in truck. All the documents of

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<b>S. No.</b>	<b>Instructions</b>
	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.

## **14.0 GUARANTEE**

### **30.0 Guarantee of Performance**

Associates shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract. 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.

#### **14.2 Guarantee Period**

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPNODL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 15 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

#### **14.3 Failure in Guarantee Period (GP)**

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

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPNODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPNODL within 7 days of reporting the issue by TPNODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case

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the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

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

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all associate costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the 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.

#### **14.5 Guarantee period for Goods Outsourced**

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

#### **14.6 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.

#### **14.7 Support beyond the Guarantee Period**

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

#### **15.0 LIQUIDATED DAMAGES**

Liquidated damages @1% of the total executed contract value per week or part thereof, for the period of delay in integrated completion, subject to maximum 10% of the value of the contract shall become leviable without prejudice to other rights of the TPNODL. This amount shall be recoverable from any amount due or becoming due to the Business Associates under this or any other contract. In specific cases, TPNODL reserves the right to apply LD only on the unexecuted portion of the supply and works for standalone use, provided full quantity is executed within a maximum 30% additional time. Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPNODL as a proof of deduction/ recovery.

#### **31.0 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.

#### **15.2 Material Recovery**

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

## **16.0 ASSIGNMENT OR SUBCONTRACTING**

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

In such cases where outsourcing is done by the Associate

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

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

## **17.0 UNLAWFUL ACTIVITIES**

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

## **18.0 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.

## **32.0 Documents**

All maps, plans, drawings, specifications, schemes and other documents or information related to the Contract/Project and the subject matter contained therein and all other information given to the Associate by the TPNODL in connection with the performance of the

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contract shall be held confidential by the Associate and shall remain the property of the TPNODL and shall not be used or disclosed to third parties by the Associate for any purpose other than for which they have been supplied or prepared. The Associate may disclose to third parties, upon execution of confidentiality agreements, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Work provided such third parties agree in writing to keep such information confidential to the same extent and degree as provided herein, for the benefit of the TPNODL.

### **18.2 Geographical Data**

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

### **18.3 Associate's Processes**

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

### **18.4 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.

### **18.5 Violation**

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

## **19.0 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,

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copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the TPNODL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in TPNODL.

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

## **20.0 INDEMNITY**

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

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

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

## **21.0 LIABILITY & LIMITATIONS**

### **21.1 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

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in connection with the Performance of the Work or supply of Goods ***unless caused by Associate's negligence, willful misconduct or breach of contract.***

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

## **21.2 Limitation of Liability**

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

## **22.0 FORCE MAJEURE**

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

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

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- 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.

## **23.0 SUSPENSION OF CONTRACT**

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### 33.0 Suspension for Convenience

TPNODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate 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 TPNODL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.
- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

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

### 23.2 Suspension for Breach of Contract conditions.

TPNODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 27 for breach/default of contract conditions.

### 23.3 Compensation in lieu of Suspension

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

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

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## 24 TERMINATION OF CONTRACTS

### 24.1 Termination for Default/Breach of Contract

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/ PO.
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPNODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPNODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPNODL.

If the default or breach as specified under clause 24 (except sub clause g thereof) be committed by the associate for the first time, TPNODL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPNODL then TPNODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **24.2 Termination for convenience of Associate**

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPNODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPNODL, Associate will have to pay TPNODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

#### **24.3 Termination for Convenience of TPNODL**

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

#### **25.0 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 Bhubaneswar. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The associate shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by TPNODL or suspended by the arbitrator. Further, TPNODL shall continue making such payments as may be found due and payable to the associate for such works.

#### **35.0 Governing law and jurisdiction**

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

#### **26.0 ATTRIBUTES OF GCC**

##### **26.1 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.

##### **26.2 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.

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### **26.3 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.

### **36.0 INSURANCE**

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

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

### **28.0 ERRORS AND OMISSIONS**

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

### **29.0 TRANSFER OF TITLES**

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

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

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

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

### **37.0 SUGGESTIONS & FEEDBACK**

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

You may send your feedback to HoD Contracts by filling up our Business Associate Feedback Form enclosed herewith as Annexure-Q.

### 38.0 CONTACT POINTS

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

### 32.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
2.	Performa for Advance Payment Bank Guarantee	B
3.	Performa for Performance Bank Guarantee (CP cum EP)	C
4.	Performa for No Demand Certificate by Associate	D
5.	Performa for Indemnification on Statutory Compliance	E
6.	Performa For Application For Issuance of Consolidated TDS Certificate	F
7.	HR Service Level Agreement	G
8.	Under taking for competence of workmen	H
9.	Acceptance Form For Participation In Reverse Auction Event	I
10.	NEFT or RTGS payment request form	J
11.	Contractor Safety Management System	K
12.	Vendor Appraisal Form	L
13.	Manufacturers Authorization Form	M
14.	Safety Bid Document	N
15.	Tata Code of Conduct	P
16.	Vendor Feedback Form	Q



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**ANNEXURE-B**

**PROFORMA FOR ADVANCE PAYMENT BANK GUARANTEE**

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

**Note:**

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

**TP Northern Odisha Distribution Ltd**

**Balasore**

**Advance Payment B.G.No.....**

**Contract No.....dated.....**

1. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply and delivery 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, you have agreed to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_percent) of the total value of the contract on "the Vendor" furnishing you with an irrevocable, unconditional and acceptable bank guarantee to be valid till the date of receipt of "the said equipment" covered by your above mentioned contract. For this purpose you have agreed to accept our 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 months 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

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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 Balasore branch and claim will also be payable at Balasore Branch **(to be confirmed by Balasore Branch by a letter to that effect)**
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) and the guarantee will remain in force upto and including \_\_\_\_\_ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within six months from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

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

**Witness**

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

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**ANNEXURE- C**

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

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

**Note:**

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

-----  
 -----  
**TP Northern Odisha Distribution Ltd**

**Balasore**

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

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

1. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply cum erection / civil work of \_\_\_\_\_ (hereinafter referred to as "the said Equipment") for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for 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

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

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

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

**Witness**

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

Bank's rubber stamp

Banks full address

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

Designation of Signatory

Bank official number

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**ANNEXURE-D**

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

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

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

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

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**

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**ANNEXURE – E**

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

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

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

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation (Company Seal)**

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**ANNEXURE-F**

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

To be printed on the letterhead

To,

TP Northern Odisha Distribution Ltd,

Balasore

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

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## **ANNEXURE - G**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by TPNODL Core Values:**

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

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

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

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

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

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- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPNODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPNODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPNODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPNODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, While adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
  - i. Clearance for commencement (before start of the work).
  - ii. No Objection Certificate (after completion / before final settlement).
  - iii. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPNODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPNODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPNODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of

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TPNODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPNODL business.

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

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

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

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

**7.0 Requirements during execution of work:**

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPNODL authorities.
- f) Certification of wage disbursement by authorized representative of TPNODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the work place.

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

- a) Submission of duly filled up Form VI A (Notice of Completion).

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- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).
- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

**In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.**

**Enclosure:**

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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

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

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

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

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

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

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

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



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**Form XI**

**Undertaking**

With reference to the contract job awarded by M/s TPNODL to M/s \_\_\_\_\_ vide work order No. \_\_\_\_\_ dated \_\_\_\_\_

I \_\_\_\_\_ on behalf of

M/s \_\_\_\_\_ hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to
  - i. wages/ salary
  - ii. PF & ESI, Bhubaneswar Labour Fund
  - iii. All other statutory obligation
 has been paid /settled in full and no amount/ compliance is due/ pending.
  
2. That in case any dispute / claim is raised by the concerned workers i.r.o. any dues / payments, M/s \_\_\_\_\_ will settle the same on it's own and such liability will be borne by M/s \_\_\_\_\_
  
3. That M/s \_\_\_\_\_ hereby indemnify M/s TPNODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

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

Authorized Signatory

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

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**FORM- VI A**

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

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

**Signature of Contractor**

**With Office Seal**

**The Inspector**

\_\_\_\_\_  
\_\_\_\_\_

**FORM XXIV**

[See Rule 82(1)]

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

Half -Yearly Ending \_\_\_\_\_

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

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_

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(iii) Drinking water : \_\_\_\_\_

(iv) Crèches : \_\_\_\_\_

(v) First Aid : \_\_\_\_\_

**Signature of contractor**

Place \_\_\_\_\_

Date \_\_\_\_\_

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**ANNEXURE – H**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date:

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

Authorized Signatory

For M/s

Seal

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## **ANNEXURE-I**

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

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

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

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

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

**Signature & Seal of the Bidder**



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send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For \_\_\_\_\_

**(Authorized 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 authorized signatory and the MICR and IFSC Code of our branch mentioned above are correct.

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

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

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**ANNEXURE-L**  
**VENDOR APPRAISAL FORM**

TO BE SUBMITTED BY VENDOR (To be filled as applicable)		
Part A		
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>	
1.1	NAME (IN CAPITAL LETTERS)	
1.2	TYPE OF CONCERN (PROPRIETARY) PARTNERSHIP PVT.LTD., PUBLIC LTD. ETC.	
1.3	YEAR OF ESTABLISHMENT	
1.4	LOCATION OF OFFICE POSTAL ADDRESS	
1.5	CONTACT DETAIL OF BA's REPRESENTATIVE  NAME  E-MAIL ID  CELL NO.	
1.6	LOCATION OF MANUFACTURING UNITS	:
	i) UNITS 1	:
	ii) OTHER UNITS	:
<b>2.0</b>	<b>PRODUCTS / SERVICES BEING OFFERED</b>	:
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>	:
<b>4.0</b>	<b>AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF PAN CARD</b>	:
<b>5.0</b>	<b>AVALABILITY OF STATUTORY DOCUMENTS I.E. COPY OF GST REGISTRATION</b>	:
<b>6.0</b>	<b>APPLICABILITY UNDER MSME CERTIFICATION</b>	:

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<b>7.0</b>	<b>BA BELONGS TO AA COMMUNITY (SC/ST)</b>		÷
<b>8.0</b>	<b>DOCUMENTS VERIFYING ADDRESS PROOF (SUPPORTED BY ANY GOVT. ISSUED DOCUMENT)</b>		÷
<b>9.0</b>	<b>TECHNICAL</b>		
	9.1	NO.OF DESIGN ENGINEERS (INDICATE NO.OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	9.2	NO.OF DRAUGHTSMEN	:
	9.3	COLLABORATION DETAILS (IF ANY)	:
		9.3.1 DATE OF COLLABORATION	:
		9.3.2 NAME OF COLLABORATOR	:
		9.3.3 RBI APPROVAL DETAILS	:
		9.3.4 EXPERIENCE LIST OF COLLABORATOR	:
		9.3.5 DURATION OF AGREEMENT	:
	9.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	9.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	9.6	QUALITY OF DRAWINGS	:
<b>10.0</b>	<b>MANUFACTURE</b>		
	10.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	10.2	POWER (KVA)	:

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		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	10. 3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENTS AS APPLICABLE)	:
		10.3.1 MATERIAL HANDLING	:
		10.3.2 MACHINING	:
		10.3.3 FABRICATION	:
		10.3.4 HEAT TREATMENT	:
		10.3.5 BALANCING FACILITY	:
		10.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	10. 4	SUPERVISORY STAFF	:
	10. 5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	10. 6	NO. OF SHIFTS	:
	10. 7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	10. 8	WORKMANSHIP	:
	10. 9	MATERIAL IN STOCK AND VALUE	:
	10. 10	TRANSPORT FACILITIES	:
	10. 11	CARE IN HANDLING	:
	<b>11. 0</b>	<b>INSPECTION / QC / QA / TESTING</b>	

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	11. 1	NUMBER OF PERSONNEL (INDICATE NO.OF YEARS OF EXPERIENCE)	:
	11. 2	INDEPENDENCE FROM PRODUCTION	:
	11. 3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	11. 4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	11. 5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	11. 6	STAGE INSPECTION AND DOCUMENTATION	:
	11. 7	SUB-ASSEMBLY & DOCUMENTATION	:
	11. 8	FINAL INSPECTION AND DOCUMENTATION	:
	11. 9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	11. 10	TYPE TEST FACILITIES	:
	11. 11	ACCEPTANCE TEST FACILITIES	:
	11. 12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	11. 13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	11. 14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	11. 15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED LABORATORIES	:

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	i)	FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
	ii)	CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
12.0		<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>	:
13.0		<b>SALES, SERVICE AND SITE ORGANISATIONAL DETAILS</b>	:
14.0		<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>	:
15.0		<b>POWER SITUATION</b>	:
16.0		<b>LABOUR SITUATION</b>	:
17.0		<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	:
<b>Part C Supporting Documents</b>			

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18. 0	<p><b>DOCUMENTS TO BE ENCLOSED:</b></p> <ol style="list-style-type: none"> <li>1. Factory License</li> <li>2. ISO Certificate</li> <li>3. Registration of Central Excise</li> <li>4. Income Tax Clearance.</li> <li>5. PF Registration</li> <li>6. ESI Registration</li> <li>7. Insurance for Workman Compensation Act No.</li> <li>8. Electrical Contract LIC No.</li> <li>9. PAN No.</li> <li>10. GST Registration</li> <li>11. MSME Certification</li> <li>12. WC Tax Registration</li> <li>13. Organogram of Co. having organogram of Design, safety, quality, production and other teams.</li> <li>14. Details of subscription of BIS, IEC, IEE, ASTM or other.</li> <li>15. Details of the team in Design, Quality, Safety, Production.</li> <li>16. List of manufacturing equipment as per Part C.</li> <li>17. List of calibrated equipment as per Part C.</li> <li>18. List of clients and order executed in past two years.</li> <li>19. Complaint escalation matrix.</li> <li>20. Performance Certificates of same product from Minimum two utilities.</li> <li><b>21. e-Payment Form as per enclosed Annexure-J</b></li> </ol>	
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**\* Classification of BAs under SC/ST shall be governed under following guidelines:**

- **Proprietorship/ Single Ownership Firm:** Proprietor of the firm should be from SC/ST community. Governing document shall be 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).
- The relaxation available for BAs under SC / STs shall be as per GCC for Tender Fees, EMD, PBG and Turnover criteria.

**Note:**

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- *Certification from SC/ST Commission shall be required for deciding upon SC/ST status of a person.*
- *Annexure-J (e-Payment detail form) must be filled by Associate along with this form.*

**ANNEXURE-M**

**MANUFACTURER AUTHORIZATION FORM**

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

Date: .....

Tender Enquiry No.: .....

To,  
Chief (Procurement & Stores)  
TP Northern Odisha Distribution Ltd,  
Balasore

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

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## Annexure-P

### TATA CODE OF CONDUCT (TCoC)

Introducing Tata Code of Conduct (TCoC) in GCC, the following clause is proposed for inclusion as per suggestions from Chief Ethics Counsellor -

“TCoC is the overarching policy framework that applies to all TATA Group companies including TPNODL. TCoC provides for stakeholder-wise approach in each of the seven chapters.

The chapter “Our Value Chain Partners” states the policy as follows:

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

To effectively implement TCoC, there is a 3-tier framework comprising of Ethics Management Apex Team headed by the CEO, who is also the Principal Ethics Officer (PEO), TPNODL; Locational Ethics Counsellors (LECs) who cover various locations/offices of TPNODL; and LECs are assisted by 4-5 Ethics Champions (ECs).

In case any Ethical Concern is faced during the course of your business dealings with TPNODL, one may utilize any one or more of the following avenues:

1. Ethics Portal on website – [www.tpnodl.com](http://www.tpnodl.com)
2. Ethics Box
3. IVRS No. 19124 and then press 7
4. Locational Ethics Counsellor (LEC)
5. **Third Party Ethics Helpline – 1800-22-7697 (Toll Free) \***
6. Chief Ethics Counsellor

TPNODL is committed to follow Core Values and Core Principles mentioned in TCoC, cited below, in carrying out various activities as well as in discharge of bi-lateral and multi-lateral obligations involving other entities/organizations:

#### **Core Values:**

All six core values are already mentioned in GCC.

#### **Core Principles:**

1. **Zero tolerance to bribery or corruption** in any form.
2. Committed to **good corporate citizenship**
3. Contribute to the **economic development of the communities** of the countries & regions we operate in.

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4. No compromise on **Safety**
5. Our conduct shall be **fair & transparent**
6. Respect the **human rights & dignity** of our stakeholders
7. **No unfair discrimination** of any kind
8. Statements made to stakeholders shall be **truthful** & made in **good faith**
9. Not engage in any restrictive or **unfair trade practice**
10. Provide avenues for our stakeholders to **raise concerns in good faith**
11. Environment **free from fear** of retribution to deal with concerns that are raised
12. Expect the leaders to be **role model**
13. **Comply with the laws** of the countries in which we operate

#### **Gift Policy:**

##### **Principles for acceptance of gifts/benefits –**

A gift or benefit may be accepted only if it complies with all of the following principles:

- ✓ it does not influence,
- ✓ does not have the potential to influence, an employee in such a way as to compromise or appear to compromise integrity and impartiality
- ✓ does not create a conflict of interest or perception of conflict of interest;

##### **Principles for non-acceptance of gifts/benefits -**

The gift or benefit may not be accepted or given if any of the following principles apply:

- ✓ causes the recipient or donor **to act in partial manner** in the course of duty
- ✓ apprehension of the recipient becoming **obligated to the donor**
- ✓ it is **not offered openly**
- ✓ if is an **offer of money** or something readily convertible to money (e.g. Shares)

##### **Violation –**

1. Not abiding with this policy would constitute violation of “Our Employees” Stakeholder group Clause “Gifts and Hospitality” of the Tata Code of Conduct (TCoC) 2015. Prompt action will be taken against violations.
2. Any deviation from this policy must be supported by appropriate rationale and must be duly approved by CEO who is also the Principal Ethics Officer. In any case, in dealing with such deviations, the spirit of the TCoC should in no case be compromised.
3. If it is determined that an employee / associate has violated this policy, appropriate action including termination of the employee’s / associate’s employment or association with TPNODL may be decided upon.

### **ANNEXURE-Q**

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### **BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

OEMs       Service Contractor       Material Suppliers       Material & Manpower Supplier

**You are associated with us for**

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

**Your office is located at**

Balasore       Within 200 kms from Balasore       More than 200 kms from Balasore

**Your nearly turnover with TPNODL**

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

**Additional information**

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

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

### **SECTION - A**

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

S.	Parameters	1	2	3	4	5	Remarks/
----	------------	---	---	---	---	---	----------

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

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

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### SECTION - B

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPNODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	District / Zones						
1.3	Projects/HOG (TS &P)						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPNODL in comparison to your other clients in terms of <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPNODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPNODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						

**SECTION – C**

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

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

**SECTION - D**

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

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

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### SECTION – E

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

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

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

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

We thank you for your time and courtesy!!

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GENERAL CONDITIONS OF CONTRACT

**CONTENTS**

<b>CLAUSE NO.</b>	<b>DESCRIPTION</b>
<b>1.0</b>	<b>ORGANIZATIONAL VALUES</b>
<b>2.0</b>	<b>ETHICS</b>
<b>3.0</b>	<b>CONTRACT PARAMETERS</b>
3.1	Issue/ Award of Contract
3.2	Contract Commencement Date
3.3	Contract Completion Date
3.4	Contract Period/Time
3.5	Contract Execution Completion Date
3.6	Contract Execution Period/Time
3.7	Contract Price /Value
3.8	Contract Document
3.9	Contract Language
3.10	Reverse Auction
<b>4.0</b>	<b>SCOPE OF WORK</b>
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4.3	Disposal of waste at site
4.4	Deployment of workforce
4.5	Damage of Properties
4.6	Issuance of material
4.7	Company's right to use works
4.8	Rights of TPSODL to vary the scope work
<b>5.0</b>	<b>PRICES/RATES/TAXES</b>
5.1	For Supply part of Contract
5.2	For Service part of Contract
5.3	Changes in statutory Tax Structure

CONTENTS	
CLAUSE NO.	DESCRIPTION
<b>6.0</b>	<b>TERMS OF PAYMENT</b>
6.1	Pre-Requisites for Payment
6.2	Bills & Invoices
6.3	Payment & Statutory Deductions
6.4	Guidelines for Raising Running/Final Bills
6.5	Quantity Variation
6.6	Full and Final Payment
<b>7.0</b>	<b>MODE OF PAYMENT</b>
<b>8.0</b>	<b>SECURITY CUM PERFORMANCE DEPOSIT</b>
<b>9.0</b>	<b>STATUTORY COMPLIANCE</b>
9.1	Compliance to Various Acts
9.2	SA 8000
9.3	Affirmative Action
9.4	Preferential norms for procurement from MSMEs registered in the State of Odisha
9.5	Compliance to Labour Laws
9.6	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
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## 1.0 ORGANIZATIONAL VALUES

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

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

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

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

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

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

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

## 2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/Award of Contract

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TPSODL awards the contract to the Associate in writing in the form of Purchase order 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 TPSODL copy of the contract document duly signed by legally authorized representative of associate, within two days of Effective Date of Contract for contracts having contract execution time less than 30 days and within five days for all other contracts.

### **3.2 Contract Commencement Date**

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

### **3.3 Contract Completion Date**

The date of expiry of Guarantee Period (detailed in section 12 of this document) shall be deemed as the Contract Completion Date.

### **3.4 Contract Period/Time**

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

### **3.5 Contract Execution Completion Date**

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

### **3.6 Contract Execution Period/Time**

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

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

### **3.7 Contract Price /Value**

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

### **3.8 Contract Document**

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

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

### 3.9 Contract Language

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

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

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

### 3.10 Reverse Auction

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

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

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

### 4.0 SCOPE OF WORK

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

The associate shall satisfy himself 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 TPSODL's requirements.

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**Completeness:** Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, 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.

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

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

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

#### **4.1 Indemnity**

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

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

Contract having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- E to Order Issuing Authority.

#### **4.2 Display of Notice Boards at Work Sites**

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

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

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### 4.3 Disposal of Waste at Site

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

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

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

### 4.4 Deployment of Work Force

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

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will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

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

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

#### **4.5 Damages to Properties**

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

#### **4.6 Issuance of Material**

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

#### **4.7 Company's Right To Use Works**

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

#### **4.8 Rights of TPSODL to vary the scope work**

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

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

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

## **5.0 PRICES/ RATES/ TAXES**

### **5.1 For Supply part of Contract**

Unless specified elsewhere in the contract document, the prices/rates are inclusive of cost of finished product for which MDCC will be issued by TPSODL, packaging and forwarding charges, freight and transit insurance charges covering loading at Associate's works, transportation to TPSODL store/site & unloading & delivery at TPSODL stores/TPSODL 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, cesses and duties, particularly Goods and Services Tax as applicable. All government levy / taxes shall be paid only when the invoice is submitted according to the relevant act.

The prices/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 TPSODL making changes in quantum in all or any of the schedules of items of contract.

### **5.2 For Service part of Contract**

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

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

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

### **5.3 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 TPSODL no upward revision in tax /duties shall be considered irrespective of changes in the statutory tax structure either within the contract execution time or beyond. However, in such cases, benefits due to any downward revisions in statutory tax rates shall be passed on to TPSODL.

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## 6.0 TERMS OF PAYMENT

- A. 5% of the Release Order/ Purchase Order price shall be paid as initial interest free advance on fulfillment of the following by the Associate:
- a) Acceptance of PO/ LOI.
  - b) Submission of advance payment BG of 15% of the Release Order/ Purchase Order price which shall remain valid till the advance is fully adjusted.
  - c) Submission of Contract Performance Bank Guarantee of 5/10% of the RC/ PO price valid till 30 days after taking over of the works.
- B. 10% of the Release Order/ Purchase Order price shall be paid as interest free advance against approval of drawings under Category-1 of major drawings, Quality Plans, Pert Chart, Field Quality Plan, posting of Project Manager and commencement of the first mile stone of the work mutually agreed including C-3 Form, and submission of a true copy of 'Erection All Risk Insurance Policy' taken for the awarded jobs. The drawing list shall be mutually agreed at the time of award of work.
- C. 50% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition and certification by TPSODL along with bills complete in all respects viz. MDCCs etc.
- D. 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorata basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item. In case this milestone is not completed beyond 120 days for reasons attributable to TPSODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPSODL.
- E. 15% payment of the actual executed Release Order/ Purchase Order shall be paid after completion of acceptance test and Taking Over of the complete systems specified in the enquiry, including clearance of Electrical Inspection, compliance of final punch point and after reconciliation & adjustment of payments, if any, towards Quantities of materials issued from purchaser's stock and consumed by the contractor for expeditious completion of the job. In case this milestone is not completed beyond 120 days beyond schedule for reasons attributable to TPSODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPSODL.

The Contractor shall submit all Operation & Maintenance manuals and "As Built Drawings" etc. and shall also submit Equipment Warranty Bank Guarantee (EWBG) equivalent to 5/10% of actual executed contract price before the release of this last payment and return of CPBG. The validity of EWBG shall be for a period of 15 months from the date of taking over of the works or specified guarantee period in drawing/tender/technical specification documents etc. whichever is later. The associate shall also submit 'No Demand Certificate' at the time of receipt of full and final payment.

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## 6.1 Pre-Requisites for Payment

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

## 6.2 Bills & Invoices

Unless specified otherwise in the special conditions of contract, Associate shall raise not more than one invoice/contract per month for the services rendered in the prescribed Tax Format and the invoice shall be submitted within 15 days of the following month at Bill Inward Receipt Desk (BIRD) Receipt Desk / Invoice Desk / Office of CFO, TPSODL located at TPSODL Corporate Office, Kamapally, Courtpeta, Berhampur, District Ganjam, Odisha, India – 760 004

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

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

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

## 6.3 Payment & Statutory Deductions

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

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

### 6.3.1 Statutory Deductions

TPSODL will deduct the amounts of TDS, TCS as per statutory requirement under the income tax act, the Goods and Services tax act, BOCW Act, or any other applicable tax act and certificates (wherever applicable) will be issued to associate accordingly. For consumption of TPSODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills. The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in

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triplicate at Bill Inward Receipt Desk (BIRD) / Invoice Desk / Office of CFO, TPSODL located at TPSODL Corporate Office, Kamapally, Courtpeta, Berhampur, District Ganjam ,Odisha, India – 760 004

#### 6.4 Guidelines for Raising Running/Final Bills

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

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish NDC.

#### 6.5 Quantity Variation

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

#### 6.6 Full and Final Payment

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

#### 7.0 MODE OF PAYMENT

Payment shall be made through RTGS mode for which Business Associated shall submit the details of Bank Account and other details as per annexure K. Further, for any payments made, TPSODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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

#### 8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

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

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

## **9.0 STATUTORY COMPLIANCE**

### **9.1 Compliance to Various Acts**

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

### **9.2 Social Accountability**

TPSODL expects its Associates to follow guidelines of best practices on the following aspects

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

### **9.3 Affirmative Action**

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

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

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

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

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	25% relaxation in PBG for order value above 50 lacs else 50% 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).

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

**9.4 Preferential norms for procurement from MSMEs registered in the State of Odisha**

- i. MSME Business Associate registered in the State of Odisha is requested to inform the TPSODL if they fall under provisions of the Micro, Small and Medium Enterprises (MSME) Category and provide necessary documents to TPSODL. The Associate also needs to mention the relevant details on their invoice / bill.
- ii. MSME Business Associate registered in the State of Odisha shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPSODL, enabling them to avail the consequent benefits, failing which TPSODL may take appropriate action against such defaults.
- iii. **Tender Fees** - To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
- iv. **Earnest Money Deposit (EMD)** - EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

**v. Qualification Requirement for Open Tenders**

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

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For Technical Qualification, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.

- vi. **Performance Bank Guarantees-** Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

### 9.5 Compliance to Labour Laws

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

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

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

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

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

## 10.0 QUALITY

### 10.1 Knowledge of Requirements

The Associate shall be deemed to have carefully examined and to have knowledge of the equipment, the general and other conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and the type of the equipment and duties required including

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wherever necessary of the site conditions and relevant matters and details. Any information thus procured or otherwise obtained from TPSODL/Consultants shall not in any way relieve the Associate from his responsibility and executing the works in accordance with the terms of contract.

### **10.2 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 TPSODL.

### **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 TPSODL as enumerated in the Contract which may be more rigid than and not contrary to the above mentioned rules, nor providing such construction as may be required by the above mentioned rules and regulations. In case of variance of the Technical Specification from the laws, ordinance, rules and regulations governing the work, the Associate shall immediately notify the same to the TPSODL. It is the sole responsibility of the Associate, however, to determine that such variance exists. Wherever required by rules and regulations, the Associate shall also obtain the statutory authorities' approval for the plant, machinery and equipment to be supplied by the Associate.

### **10.4 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 TPSODL, provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.

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

### **11.0 SAFETY**

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

- Safety of Human Beings.

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- Safety of equipment/Assets.
- Timely Completion of Contract.

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure L and is an integral part of this GCC.

## **12.0 INSPECTION/PARTICIPATION**

### **12.1 Right to Carry Out Inspection**

TPSODL 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 TPSODL during contract execution time.

All inspections and participations shall be carried out within maximum of two weeks of TPSODL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

### **12.2 Facilitating Inspection**

The Associate shall provide all opportunities and information to TPSODL'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 TPSODL's Engineers.

The Associate shall provide free of charge office accommodation, office facilities, secretarial services, communication facilities, general and drawing office stationery, etc. as may be reasonably required by the TPSODL'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 TPSODL/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 TPSODL inspectors are not satisfied with the safety arrangements at the plant, TPSODL have the right to call off inspection till such time corrective action is taken by the Associate.

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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 TPSODL along with the inspection call, for scrutiny of TPSODL.

The Associate and TPSODL 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 TPSODL for receiving clearance for dispatch of materials.

### **12.3 Third Party Nomination**

TPSODL 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 TPSODL as far as conducting the inspection.

### **12.4 Waiver of Inspections**

TPSODL 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.

### **12.5 Incorrect Inspection Call**

In case it is observed that the material offered for inspection is not ready at the time of TPSODL 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.

## **13.0 MDCC & DELIVERY OF MATERIALS**

### **13.1 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 TPSODL. Material delivered at TPSODL stores or at project site without a valid MDCC issued by the designated official of TPSODL 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 TPSODL, 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 sub-contractors:

- 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 Berhampur	12 days
2	Within Berhampur	5 days
3	Waiver*	3 working days

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

### 13.2 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 TPSODL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and TPSODL.

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.

### 13.3 Consignee

Unless otherwise specified in the Contract Document / Purchase Order/ Release Order, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPSODL Berhampur

### 13.4 Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to TPSODL 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

### 13.5 Dispatch and Delivery Instructions

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	TPSODL material code and material description shall be mentioned in invoice and on material.
3	"Property of TPSODL" 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 TPSODL, Berhampur", Guarantee period and Associate's name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPSODL Southern store. For heavy item(s), crane will be provided by TPSODL [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.

## 14.0 GUARANTEE

### 14.1 Guarantee of Performance

Associates shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract. 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.

### 14.2 Guarantee Period

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of TPSODL for the equipment/material/service/work and where

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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 15 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

#### **14.3 Failure in Guarantee Period (GP)**

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

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPSODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPSODL within 7 days of reporting the issue by TPSODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the 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.

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

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all associate costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the 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.

#### **14.5 Guarantee period for Goods Outsourced**

If the Associate outsources partly equipment/materials/services from third party as mutually agreed upon at the pre award stage of contract, TPSODL shall have the benefit of any

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additional guarantee period if provided by the third party for the part supplied/executed by them.

#### **14.6 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.

#### **14.7 Support beyond the Guarantee Period**

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

#### **15.0 LIQUIDATED DAMAGES**

Liquidated damages @1% of the total executed contract value per week or part thereof, for the period of delay in integrated completion, subject to maximum 10% of the value of the contract shall become leviable without prejudice to other rights of the TPSODL. This amount shall be recoverable from any amount due or becoming due to the Business Associates under this or any other contract. In specific cases, TPSODL reserves the right to apply LD only on the unexecuted portion of the supply and works for standalone use, provided full quantity is executed within a maximum 30% additional time. Deduction of LD shall be on landed cost i.e. contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPSODL as a proof of deduction/ recovery.

#### **15.1 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.

#### **15.2 Material Recovery**

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

#### **16.0 ASSIGNMENT OR SUBCONTRACTING**

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

In such cases where outsourcing is done by the Associate

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

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

## **17.0 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 TPSODL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the TPSODL, in accordance with the terms of the present GCC.

## **18.0 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.

### **18.1 Documents**

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

### **18.2 Geographical Data**

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

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

### **18.3 Associate's Processes**

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

### **18.4 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.

### **18.5 Violation**

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

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

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

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

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regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

## 20.0 INDEMNITY

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

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

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

## 21.0 LIABILITY & LIMITATIONS

### 21.1 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.***

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

### 21.2 Limitation of Liability

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

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## 22.0 FORCE MAJEURE

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

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

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- 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.

## 23.0 SUSPENSION OF CONTRACT

### 23.1 Suspension for Convenience

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

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

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

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

### **23.2 Suspension for Breach of Contract conditions.**

TPSODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 27 for breach/default of contract conditions.

### **23.3 Compensation in lieu of Suspension**

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

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

## **24 TERMINATION OF CONTRACTS**

### **24.1 Termination for Default/Breach of Contract**

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

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- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/ PO.
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPSODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by TPSODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPSODL.

If the default or breach as specified under clause 24 (except sub clause g thereof) be committed by the associate for the first time, TPSODL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPSODL then TPSODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

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

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

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

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

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ii) 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 with third parties for due discharge of its obligations under the contract with TPSODL.

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

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

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

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

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

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

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

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

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

#### **24.2 Termination for convenience of Associate**

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Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPSODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to TPSODL, Associate will have to pay TPSODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

### **24.3 Termination for Convenience of TPSODL**

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

### **25.0 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 Berhampur. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The associate shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by TPSODL or suspended by the arbitrator. Further, TPSODL shall continue making such payments as may be found due and payable to the associate for such works.

#### **25.1 Governing law and jurisdiction**

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

### **26.0 ATTRIBUTES OF GCC**

#### **26.1 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.

#### **26.2 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.

#### **26.3 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.

### **27.0 INSURANCE**

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

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

**BA will also ensure purchase of Special Covid Insurance policy of ₹ 5 lacs for the legal heir(s) of deceased BA employees (in case of death due to Covid- 19)**

- i. BA to take appropriate Special Covid Insurance policy from a reputed insurance agency prevailing in the market so that all the BA employees are covered under the purview of ₹ 5,00,000/- compensation, in case of death due to Covid -19.

BA shall be required to purchase the policy immediately post receipt of LOI / Work Order.

- ii. If it is found that the BA employee(s) is/are not covered under the purview of Special Covid Insurance Policy, the concerned BA shall be liable to pay the entire sum of ₹ 5,00,000/-.
- iii. Cost of the Covid Insurance policy shall be borne @50% each by the BA and TPSODL. BA will be reimbursed @50% of the Annual Premium based on the original money receipt and policy copy.
- iv. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order.

**Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs.**

- i. It is mandatorily required to take the GPA policy coverage of ₹ 15 Lacs by the BA for his employees from a reputed insurance agency.
- ii. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order.

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## 28.0 ERRORS AND OMISSIONS

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

## 29.0 TRANSFER OF TITLES

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

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

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

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

## 30.0 SUGGESTIONS & FEEDBACK

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

You may send your feedback by filling up our Business Associate Feedback Form enclosed herewith as Annexure-I. You can also log on to our website [www.tpsouthernodisha.com](http://www.tpsouthernodisha.com) to provide your feedback according to the guidelines mentioned below:

## 31.0 CONTACT POINTS

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

## 32.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
2.	Performa for Advance Payment Bank Guarantee	B
3.	Performa for Performance Bank Guarantee (CP cum EP)	C
4.	Performa for No Demand Certificate by Associate	D
5.	Performa for Indemnification on Statutory Compliance	E

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6.	Performa For Application For Issuance of Consolidated TDS Certificate	F
7.	HR Service Level Agreement	G
8.	Under taking for competence of workmen	H
9.	Business Associate Feedback Form	I
10.	Acceptance Form For Participation In Reverse Auction Event	J
11.	NEFT or RTGS payment request form	K
12.	Contractor Safety Management System	L
13.	Vendor Appraisal Form	M
14.	Manufacturers Authorization Form	N

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**ANNEXURE-B**

**PROFORMA FOR ADVANCE PAYMENT BANK GUARANTEE**

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

**Note:**

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

**TP Southern Odisha Distribution Limited  
Berhampur**

**Advance Payment B.G.No.....**

**Contract No.....dated.....**

1. You have entered into a Contract with No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply and delivery 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, you have agreed to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_percent) of the total value of the contract on "the Vendor" furnishing you with an irrevocable, unconditional and acceptable bank guarantee to be valid till the date of receipt of "the said equipment" covered by your above mentioned contract. For this purpose you have agreed to accept our 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 three months 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

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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 Berhampur branch of the bank. However, in specific scenario, where Treasury Branch of the bank is not available at Berhampur, then any claim / extension under the guarantee can be lodge-able at Bhubaneswar branch of the bank.
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee will remain in force up to and including \_\_\_\_\_ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one month from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

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

**Witness**

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

Bank's rubber stamp

Banks full address

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

Designation of Signatory

Bank official number

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**ANNEXURE- C**

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

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

**Note:**

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

**TP Southern Odisha Distribution Limited ,  
Berhampur**

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

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

1. You have entered into a Contract No \_\_\_\_\_ Dated \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the \_\_\_\_\_ work (hereinafter referred to as" the said supply/ erection / civil work") for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for \_\_\_\_\_% of the value of contract and to be valid till the end of Guarantee period plus one month towards "Contract cum Equipment performance". For this purpose, you have agreed to accept the guarantee.
3. In consideration thereof, we, \_\_\_\_\_ hereby irrevocably and unconditionally guarantee to pay to you on demand but in any case before the end of five working days from the date of the claim and without demur and without reference to "the Vendor" such amount or amounts not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% ( \_\_\_\_\_ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-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 three 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

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

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

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

**Witness**

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

Bank's rubber stamp

Banks full address

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

Designation of Signatory

Bank official number

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**ANNEXURE-D**

**PROFORMA FOR "NO DEMAND CERTIFICATE" BY ASSOCIATE**

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

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

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

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**

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**ANNEXURE – E**

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

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

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

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

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

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

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

**Dated**

**Place**

**Signature**

**Name**

**Designation (Company Seal)**

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**ANNEXURE-F**

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

To be printed on the letterhead

To,

TP Southern Odisha Distribution Limited,

Berhampur

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

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## **ANNEXURE - G**

### **SERVICE LEVEL AGREEMENT**

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

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

**Shall Abide by Tata Core Values:**

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

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

**3.0 The Business Associates are required to:**

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

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

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- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPSODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPSODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPSODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPSODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, while adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
  - i. Clearance for commencement (before start of the work).
  - ii. No Objection Certificate (after completion / before final settlement).
  - iii. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPSODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPSODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPSODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of

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TPSODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPSODL business.

**5.0 The 'Statutory Compliance Enforcement System' in TPSODL is detailed below for adherence by all concerned. Business Associate Cell (BA Cell) will be the process owner for implementation of the system with the help of concerned Engineer I/c or Officer I/c.**

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

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

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

**7.0 Requirements during execution of work:**

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPSODL authorities.
- f) Certification of wage disbursement by authorized representative of TPSODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the workplace.

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

- a) Submission of duly filled up Form VI A (Notice of Completion).
- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).

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- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

**In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.**

**Enclosure:**

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

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**FORM (A)**

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

**A. Details of the Agency**

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

**B. Details of Work**

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

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

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

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

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

**No. of Workers**

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

**\* Number to be indicated**

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

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

**Date:**

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

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

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

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**Form X**

**Undertaking**

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

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

\_\_\_\_\_

Date:

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**Form XI**

**Undertaking**

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

I \_\_\_\_\_ on behalf of

M/s \_\_\_\_\_ hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to

- i. wages/ salary
- ii. PF & ESI, Berhampur Labour Fund
- iii. All other statutory obligation

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

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

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

Date:

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

Authorized Signatory

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

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**FORM- VI A**

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

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

**Signature of Contractor**

**With Office Seal**

**The Inspector**

\_\_\_\_\_  
\_\_\_\_\_

**FORM XXIV**

[See Rule 82(1)]

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

Half -Yearly Ending \_\_\_\_\_

1. Name and address of the Contractor
2. Name and address of the Establishment
3. Name and address of the Principal Employer
4. Duration of Contract: From \_\_\_\_\_ to \_\_\_\_\_
5. No. of days during the half year on which
  - (a) the establishment of the principal employer had worked
  - (b) the contractor's establishment had worked

6. Maximum No. of contract labour employed on any day during the half -year:

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_

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(iii) Drinking water : \_\_\_\_\_

(iv) Crèches : \_\_\_\_\_

(v) First Aid : \_\_\_\_\_

**Signature of contractor**

Place \_\_\_\_\_

Date \_\_\_\_\_

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**ANNEXURE – H**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

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

Date: \_\_\_\_\_  
( \_\_\_\_\_ )

Authorized Signatory

For M/s

Seal

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**ANNEXURE-I**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

- OEMs       Service Contractor       Material Suppliers       Material & Manpower Supplier

**You are associated with us for**

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

**Your office is located at**

- Berhampur       Within 200 kms from Berhampur       More than 200 kms from Berhampur

**Your nearly turnover with TPSODL**

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

**Additional information**

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

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

### SECTION - A

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

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

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
	material supplied						
11	TPSODL Engineer-in-Charge efficiently supervises the job execution for timely completion of job						
12	BIRD (Bill Inward Receipt Desk)* initiative has improved payment disbursement process (under development)						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPSODL never defaults on contractual terms						
15	In TPSODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPSODL Employees follow Ethical behavior						

**SECTION - B**

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

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPSODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	Division / Sub-Division						
1.3	Projects/HOG						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPSODL in comparison to your other clients in terms of <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPSODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPSODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						

**SECTION-C**

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

SNo	Parameters	Certainly NO	Probably NO	Probably YES	Certainly YES	Remarks/ Suggestion
1	Based on your experience with TPSODL, would you like to continue your relationship with TPSODL?					
2	If someone asks you about TPSODL, would you talk "positively" about TPSODL?					
3	Would you refer TPSODL name to others in your community, fraternity and society as a professional & dynamic organization?					

**SECTION - D**

**If we ask you to rate us on a scale of 1 to 10, how will you rate TPSODL, that truly represents your overall satisfaction with us (please tick appropriate box) -**

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

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### SECTION – E

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

Please spare your thoughts for TPSODL's improvement in particular areas of weaknesses, particularly relating to some great practices, attitudes that you have seen elsewhere in Indian and International Organizations, which you recommend TPSODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPSODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, altitudes that you have observed / experienced elsewhere in Indian/ International organization.

Recommendation	<i>Please tick (✓) your top 5 expectations out of the following 10 points listed below -</i>	
(Please list down improvement you expect from TPSODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s &amp; Contracts</i>	
2	<i>Timely response to quarries</i>	
	<i>Timely certification of works executed</i>	
3	<i>Clarity in Specs, drawings, other docs etc.</i>	
	<i>Adequate information provided on website for tender notification, parties qualified etc.</i>	
4	<i>Timely receipt of material at site for execution</i>	
	<i>Performance Guarantee/EMD released in time</i>	
5	<i>Inspection &amp; quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

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## **ANNEXURE-J**

### **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 fair and transparent, TPSODL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

**The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:**

1. TPSODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPSODL will make every effort to make the bid process transparent. However, the award decision by TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPSODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPSODL.
6. In case of intranet medium, TPSODL shall provide the infrastructure to bidders. Further, TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by TPSODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPSODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPSODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**



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send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

We confirm that we will bear the charges, if any, levied by our bank for the credit of NEFT/RTGS amounts in our account. Any change in above furnished information shall be informed to TPSODL well in time at our own. Further, we kept TPSODL indemnified for any loss incurred due to wrong furnishing of above information.

Thanking you,

For \_\_\_\_\_

**(Authorized 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 authorized 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-L**  
**CONTRACTOR SAFETY MANAGEMENT SYSTEM**

**1. OBJECTIVE**

The objective of the Contractor Safety Management System is to lay down clear guidelines for all Business Associates (including their associates, staff and agents) which would facilitate them to observe all statutory rules and regulations, comply with applicable standards of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010 & (safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, TPSODL Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

**2. SCOPE**

All contracts (minor and major) will be subject to the provisions of this document.

**Minor Contracts:** Contracts which satisfy all the criteria listed under the head "Minor Contracts".

**Major Contracts:** Contracts which satisfy any two or more criteria listed under the head "Major Contracts"

Criteria	Minor Contracts	Major Contracts
Value of Contract	< Rs. 1500000/- (less than Rs. Fifteen Lac)	>= Rs. 1500000/- (Equal or more than Rs. Fifteen Lac)
Period	Period less than 1 year	Any period
Working on energized electrical equipment	No	Yes
Working on height (above 1.8 Mtrs from ground)	No	Yes
Work involving construction activity	No	Yes
Working with hazardous goods or chemicals	No	Yes
Work involving danger to general public	No	Yes

**Note:** Exceptions for major and minor contract are – in house software development, supply of material or equipment but no direct or indirect installation of the same material, administration contracts (courier, water supply, printing, security, transport, etc.), minor civil work like plastering at ground level or flooring, etc. The facility management (housekeeping) contract will always be treated as a minor contract.

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### 3. INFORMATION REQUIRED AT TIME OF VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

- 3.1 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid / tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.
- 3.2 Business Associate is required to take suitable risk control measures mentioned against the identified Hazards and Risk document provided for all contracts as per *annexure 2*. The primary objective of this is to evaluate the understanding of the BA towards risk mitigation and employment of safe work procedures. BA is required to conduct the Hazard identification and Risk Assessment study as per the procedure and deploy more or other measures if deemed necessary.
- 3.3 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

### 4. GENERAL SAFETY CONDITIONS REQUIRED TO BE FULFILLED BY BUSINESS ASSOCIATES

The requirements of the contractor safety management system applicable to the minor or major contracts related to various groups are as following –

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
  - 4.2 Distribution Projects – *Annexure 3.2*
  - 4.3 EHV Projects – *Annexure 3.3*
  - 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
  - 4.5 Civil / Generation Projects – *Annexure 3.5*
  - 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AML, MRG, etc. – *Annex3.6*
  - 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*
1. *Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.*

**(Details as per Annexure attached)**

**Note:** *For minor contracts, the BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver all duties and responsibilities of Safety Supervisor as detailed in this document.*

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPSODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the concerned official of TPSODL before deployment in the field. BA Cell shall recommend the suitability after competency checked by Engineer In-charge and SAFETY group (or his representative) of TPSODL. After getting the clearance from concerned official, BA cell and receiving temporary I-card issued by TPSODL, Business Associate shall commence the working.

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPSODL. **BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPSODL work site. BA needs to ensure**

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**that Safety representative is available at all points of time; failing which the work being carried out in the interim (period when Safety representative is not available) shall be treated as working under improper supervision and due penal provisions shall be initiated against the BA.** BA will be required to provide all applicable infrastructure and power to ensure smooth working of the safety representative to maintain a sound safety management system. **In all contracts safety representative will not be assigned any other activity at site apart from the works related to safety management. The duties are detailed in clause 5.5 of this document.** TPSODL will be auditing the facilities provided to the BA's safety team time to time.

The Safety Representative of the BA shall be required to meet and follow the instructions of the Engineer In-charge and SAFETY Group of TPSODL. He shall be responsible for providing the MIS and/or any other relevant information, as and when desired, within the stipulated time frame as per the requirements of TPSODL. Any non-conformance to safety will lead to the negative marking or issue of safety violation challan/ tokens which shall affect the monthly evaluation and performance of BA.

All contracts where BA has to depute vehicle for their staff and equipment to move from one location to other, the BA shall ensure that vehicle complies all required statutory clearances and requirement as per The Motor Vehicle Act, 1988 as well as TPSODL Road Safety Policy and are in good & safe state of working.

## **5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL**

Qualification and experience required for the safety and site personnel are as following:

**5.1 Safety Supervisor:** It is mandatory that educational qualification of safety supervisor be ITI (of relevant trade) / Diploma (Any branch of engineering) and he has a working experience on electrical system / relevant field of work at least 5 yrs for ITI and 3 years for Diploma holder. Having formal experience of the safety systems will be an added advantage

**5.2 Safety Engineer:** It is mandatory that educational qualification of safety engineer be at least Diploma (relevant branch) and he has working experience on electrical system of at least 3 yrs. Having the formal experience of the safety systems will be an added advantage.

**5.3 Safety Manager:** The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

However, clause 5.1, 5.2 and 5.3 are not applicable for minor contracts. In such cases, BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver required duties of Safety Representative (as per clause 5.5) in addition to other duties without diluting the importance of safety.

**5.4 Site Skilled Personnel:** For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Southern Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by

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TPSODL shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, EHV Projects, maintenance of Sub-Transmission Network, MMG & EAG, maintenance and operation of streetlights, shall preferably have at least 20 per cent of ITI qualified electricians in the first year of the contract. This figure shall preferably be incremented by 15 per cent every subsequent year.

*Note: For the competency assessment may please refer the work instructions. An employee shall have to necessarily undergo the competency assessment check once in every eighteen months.*

#### 5.5 Requirements from the Safety Representative(s) of the Business Associate:

- 5.5.1 Safety training of 2 hrs/employee/month and one day of safety induction training to all new employees joining the BA will be conducted by the BA as per Safety training modules of TPSODL.
- 5.5.2 Safety Talk / toolbox talk before start of shift to BA employees.
- 5.5.3 Ensuring the availability & proper usage of the standard safety equipment (PPE)
- 5.5.4 Periodic inspection of PPE to ensure their serviceability and maintaining the 10% buffer stock of standard PPEs.
- 5.5.5 Ensuring the adherence to standard operating procedures of TPSODL as mentioned in TPSODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPSODL
- 5.5.7 Working in close coordination SAFETY Group of TPSODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and SAFETY Group of TPSODL immediately after its occurrence.
- 5.5.9 Regular HIRA at site and comply the control measures as stated in the detailed HIRA as per the *annexure 2*. Also, deployment of JSA based checklist shall be ensured.
- 5.5.10 Ensuring compliance with safety and other laws as may be applicable and providing for safety assurance.

#### 5.6 Training and Syllabus: The BA shall not deploy any person at workplace / site or send newly recruited personnel directly to concerned official for competency assessment without Safety Induction Training.

5.6.1 All new BA employees have to necessarily undergo one and half days Safety training and Competency assessment at training centre of BA cell. This training will be conducted once in a week. After the completion of Safety training & Competency assessment I-card will be issued to all competent BA employees

5.6.2 BA is expected to initially train and judge the capability of the workman at his own end before further recommending the workmen for Competency assessment. If any BA workman sent for competency assessment. In case any BA workman fails in the Competency test at concerned official, it will be deemed that BA has not imparted sufficient training at his end and actual cost of training ₹ 7500/ BA employee/ failed attempt will be recovered.

5.6.3 The workers who have imparted Safety Training and issued I-Cards of TPSODL, are not deployed at TPSODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPSODL by the BA, in that case Management reserves the rights to intervene and recover the actual cost of training i.e. ₹ 7500/BA employee. (*Exempted for attrition rate of BA workers less than or equal to 10% of total workforce deployed at TPSODL*)

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5.7 It is desired that Safety representative of the BA to impart the general safety training to each employee of duration 2 hrs per month. The training will be organized at BA level and the record to be sent to engineer in-charge and SAFETY group of TPSODL every month. Please refer schedule and syllabus in *annexure 6*.

**List of Personal Protective Equipment (PPE) and Maintenance schedule:** BA shall commence the project or any work only when the required PPE are made available to the team of employees involved in the work. Each PPE of BA shall be checked / inspected by the safety representative / supervisor at zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If TPSODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPSODL reserves the rights to stop the work and call the BA to provide appropriate PPEs at the risk. If the BA fails to provide the required PPEs at the risk then the same shall be provided by TPSODL at the actual cost of the PPE. The amount shall be charged to BA and same shall be first recovered from the current bill of BA or any future payment to be made to BA. In the event of any balance amount still left for recovery, the same shall be adjusted against retention amount or by invoking bank guarantee submitted by BA.

**5.8 Safety Audit / Inspection & HIRA:** The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the *annexure 8*. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) as per *annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

- Engineering Control
- Management Control, and
- Personal Protective Equipment.

The safety representative of BA shall inform and educate for the identified risk and hazard control methods to employees, supervisor and engineer as well as the engineer in-charge and SAFETY group of TPSODL.

**5.9 Safety Performance and Safety MIS:** The BA shall maintain good practice of safety all through the contract duration. Safety shall always be of paramount importance during the contract period. Safety performance will be monitored on yearly basis throughout the period and no relaxation will be given for bad performance. BA with good track record and excellent performance will be rewarded suitably as per clause 6.0 of this document. The BA has to provide monthly "Performance Report – Safety" to engineer in-charge and SAFETY group TPSODL this shall be part of monthly bill along with training details. Performa of the report is enclosed as *annexure 9*.

**5.10 Pre – Employment Medical Check-up and Fitness of employees engaged for the critical works:** The BA shall submit the health fitness certificate for all those workers involved in climbing the pole or working at height for following diseases:

5.10.2 Epilepsy

5.10.3 Colour blindness

5.10.4 Deafness

5.10.5 Vertigo & height phobia

Every year BA will give an undertaking stating that all the employees are fit to work and have not developed aforesaid diseases. The Record of such medical check-ups shall be submitted to BA Cell before issue of temporary identity card. The records shall be maintained at BA Cell. All such medical check-ups shall be repeated once in a year for all workers involved in climbing the pole or working on electrical network.

## 6. REWARD AND PUNITIVE MEASURES

6.1 To support the enforcement of good SHE & DM practices by the Business Associate and to eliminate repeated or continuing safety violations, use of appropriate reward and punitive measures shall be made. Each unsafe act or violation of the safety guidelines as described in the Safety Manual of the TPSODL will be audit criteria of this system. Broadly the measures identified are following:

- 6.1.1 Working without PPE/ Safety Gadgets
- 6.1.2 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.3 Working without creation of effective safety zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPSODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

### 6.2 Measures of Reward and Punitive Measures

The Engineer In-Charge, NSO, SC, ASOs, CSI / SIs and SHE &DM group will conduct the surprise audits of the work / project and if any non-conformance is found the same will be booked and entered in the format "Safety Violation Record" annexure 10. The flow of the information is given below:

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPSODL official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). <i>(Automatically generated if Site audit done through Mobile App.)</i>	SAFETY Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the current bill of the BA,	Engineer In-charge

<i>if any.</i>	
↓	
HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted.	SAFETY Group
↓	
The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees.	SAFETY Group with approval of CFO/Chief (O & S) /CEO&MD

The safety violations have been rated from 1 to 5 (figure 6.3) as per the gravity of the violation. If the same violation is repeated it may escalate into a higher penalty. If a particular Business Associate employee violates safety norms three times, he shall not be allowed to work in TPSODL for a period of one year from the date of the 3<sup>rd</sup> violation.

### 6.3 Safety Violation Escalation Matrix

#### 6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	A	B	C	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	A	B	C	D	
5	Violation of SOP/ WI	B	C	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.	
A	Warning letter	Engineer Incharge	Nil			
B	Levy of Penalty	Engineer Incharge	2,000			
C	Memo to BA & Levy of Penalty	Head of Group	4,000			
D	Memo to BA & Levy of Penalty	Head of Department	10,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1a)-Penalty Matrix for Safety violation (Applicable for Minor Contracts)

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	B	C	D	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	B	C	D	E	
5	Violation of SOP/ WI	C	D	E		
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.	
A	Levy of Penalty	Engineer Incharge	5,000			
B	Memo to BA & Levy of Penalty	Engineer Incharge	10,000			
C	Memo to BA & Levy of Penalty	Head of Group	25,000			
D	Memo to BA & Levy of Penalty	Head of Department	50,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to GM/ Sr. GM level) and further, *if required*, continuation / extension of contract will only be initiated by Functional Chief / Head of the department (equivalent to Sr. GM / Chief level) and approved by CEO & MD. Till the extension, the contract will remain suspended.

TPSODL encourages the reportage of the safety violation during the contract work by BA. Any TPSODL employee can register a safety violation against the BA in the “Safety Violation Form” *annexure 10*. Initially the observer has to fill the form and handover the counterfoil (lower portion) of the document to the supervisor of the BA, inform the site engineer of TPSODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

Consequence Of an Incident / Accident (In case of <b>MAJOR</b> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>F</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	<b>F</b>	<b>G</b>	<b>G</b>	<b>H</b>	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	<b>G</b>	<b>G</b>	<b>H</b>	<b>I</b>	
4	Single fatality	<b>J</b>	<b>K</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>K</b>				
Legend	Action to be taken	Responsibility	Penalty (in Rs.)	<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>		
<b>F</b>	Memo to BA and levy of penalty	Engineer Incharge	5,000/-			
<b>G</b>	Memo to BA and levy of penalty	Head of Group	20,000/-			
<b>H</b>	Memo to BA and levy of penalty	Head of Group	50,000/-			
<b>I</b>	Memo to BA and levy of penalty	Head of Department	2,00,000/-			
<b>J</b>	Memo to BA and levy of penalty	Head of Department	5,00,000/-			
<b>K</b>	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head	10,00,000/-			

Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

Consequence Of an Incident / Accident (In case of <u>MINOR</u> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
Legend	Action to be taken	Responsibility		Penalty (in Rs.)		<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge		5,000/-		
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge		10,000/-		
<b>N</b>	Memo to BA and levy of penalty	Head of Group		25,000/-		
<b>O</b>	Memo to BA and levy of penalty	Head of Department		1,00,000/-		
<b>P</b>	Memo to BA and levy of penalty	Head of Department		3,00,000/-		
<b>Q</b>	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head		5,00,000/-		

**Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts**

(For example: In minor contracts, if a worker meets with a non-fatal accident say bone injury (Cat. 3) where he was hospitalized for more than 48 hrs then a penalty of amount Rs. 10,000/-, will be charged from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 25,000/- on subsequent incidents as per the above matrix.)

In case of single or multiple fatalities described under legends J&K of 6.3(2) and P&Q of 6.3(3), the concerned BA may be debarred from extension of contract or participate in new contract. In such event the approval of Chief (O & S) will be necessary for extension or award of new contract to concerned BA.

### 6.3.2 COMPENSATION FOR BA PERSONNEL

In the event of any untoward incident/ accident, the Business Associate shall ensure prompt medical assistance such as treatment, sickness benefit, etc. is provided to the victim(s) as per the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable. Also, the BA will be required to take adequate measures for compensating the victim(s) or his/her/their kin as follows:

**Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs.**

iii. It is mandatorily required to take the GPA policy coverage of ₹ 15 Lacs by the BA for his employees from a reputed insurance agency.

iv. TPSODL HR department will be the overall process owner and BA shall be required to coordinate with TPSODL HR department for policy implementation immediately post receipt of LOI / Work Order.

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## **I. For Death or Permanent / Total Disablement**

The BA shall take an insurance coverage of at least Rs. 15 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

## **II. For Permanent Partial Disablement and Temporary Total Disablement**

The compensation in this case will be as per provisions of the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable.

Accordingly, the BA shall obtain a suitable Insurance Policy on award of Contract and submit documentary evidence of the policy to the BA Cell before commencement of work. The BA shall ensure that the Insurance policy is active at all times and all employees are covered in all respects till the conclusion of contract period or till working with TPSODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 15 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

**6.3.3** TPSODL rewards the BA with good track record of safety management. It is proposed that BA complying with Contractors Safety Management, Safety Manual and Safety process will be rewarded suitably as per the procedure, rule and regulations of the TPSODL. In any case major accident is reported during an assessment period BA will not be eligible for this reward scheme. Assessment of contracts will be once in year. Generally, the assessment cycle is calendar year and guidelines will be declared time to time.

### **Abbreviations Used in the Document**

TPSODL	TP Southern Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster

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	Management
MMG	Meter Management Group
EAG	Energy Audit Group
PPE	Personal Protective Equipment
SOP	Standard Operating Procedures
CSI/SI	Circle Safety In-charge / Safety In-charge
ASO	Area Safety Officer
NSO	Nodal Safety Officer
SC	Safety Coordinator
HoG / HoD	Head of Group / Head of Department
AGM / GM / VP	Assistant General Manager / General Manager / Vice President
CFO / Chief (O & S)/ CEO & MD	Chief Finance Officer / Chief (Operating & Safety) / Chief Executive Officer & Managing Director
COS	Corporate Operation Services
CAP	Centralized Account Payable System
PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

**Annexure 1 (Refer Para 3.1)**

***Business Associate Safety Management System Questionnaire***

Certification					
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.					
Company Name:					
Turnover and experience:		Name of top officer:			
Date:		Position			
Contract Details					
Contract Name			Contract Number:		
Business Associates Safety Management System Questionnaire		Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>					
<b>- Is there a written company Safety policy?</b> - If yes provide a copy of the policy, if No please refer Note 1.		1			
<b>- Does the company have an Safety Management system</b> - If yes provide details, if No please refer Note 1.		1			
<b>- Is there a company Safety Management System manual or plan?</b> - If yes provide a copy of the content page(s), if No please refer Note 1.		2			
<b>- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b> - If yes provide details, if No please refer Note 1.		2			
<i>Safe Work Practices and Procedures</i>					
<b>- Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b> - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.		1			

Certification				
- Comments				
- <b>Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
- <b>Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
- <b>Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			
- <b>Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
- <b>Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
- <b>Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</b>	1			

Certification				
- If yes provide details				
<i>Safety Performance Monitoring</i>				
- <b>Are employees regularly provided with information on company health and safety performance?</b> - If yes provide details	1			
- <b>Has the company ever been convicted of an occupational health and safety offence?</b> - If yes provide details	NO Marks (Negative mark ONE for each case)			
- Has there been any major accident of employee at TPSODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPSODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
<i>Company Reference</i>				
1. Name of company 2. Name of company				

**Note**

1: If company does not have formal procedure on Safety Management System than vendor may submit proposed Safety road map along with safety action plan and brief safety policy on his letter head signed by head of the organization.

2: The vendor may submit the same in the Safety Action Plan.

3: The vendor may utilize the same format of TPSODL or on request SAFETY group will assist the vendor in developing the audit system. For other points also vendor may take the assistance of SAFETY group for development of Safety management system.

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*4: The vendor may submit the Safety Improvement Plan and Safety Action Plan for his employees based on following points.*

- i. Action plan for enhancing safety awareness*
- ii. Action plan for safety training of employee*
- iii. Action plan for increasing safety audit in field*
- iv. Action plan for provision and utilization of safety PPE.*
- v. Action plan for fatality reduction.*
- vi. Action plan for enhanced supervision at site*
- vii. Action plan for making employee more responsible and accountable for safety.*
- viii. Action plan for availability and utilization of all required tool and equipment.*
- ix. Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.*
- x. Safety initiatives planed or started recently.*
- xi. Any other point.*

*Based on above points and documentary evidences vendor will be required to submit a detailed report in support of his bid. The bid evaluation committee and competent authority will scrutinize the facts and the evidence submitted. If found satisfactory competent authority i.e. CTO may accord his approval for bid opening otherwise his tender shall be disqualified.*

**Annexure 2 (Refer Para 3.2 and 5.8)**

***Risk Assessment Form***

Business Associate:
Scope of the work:
BA's Representative:
Telephone:
Signature:
Date:

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use appropriate ladder</li> <li>3. Use full body safety harness having double lanyard.</li> <li>4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Refer Work instruction related to Working at Height for other details</li> <li>8. Use of metal scaffold to be ensured in height work (cup lock type)</li> <li>9. Deploy competent workforce who are medically fit</li> </ol>

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> <li>1. Mandatory compliance of TPSODL Road Safety policy</li> </ol>

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Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
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*Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.*

**Guidelines for filling the Risk Assessment Form**

- *Specific Task/Activity* - The documentation of each major task associated with the contract.
- *Potential Hazards* - The identification of hazards associated with each activity or task to be carried out.
- *Class of Risk* - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- *Control Measure* - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

GENERAL CONDITIONS OF CONTRACT

### Annexure 3.1 (Refer Para 4.0)

#### General Safety Conditions for the Maintenance of Distribution Network Contracts:

A BA awarded a contract (O&M) work of maintenance of distribution network will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



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### Annexure 3.2 (Refer Para 4.0)

#### General Safety Conditions for the Distribution Projects Major Contracts:

A BA awarded a major contract work of TS&P in area of a circle will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



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### Annexure 3.3 (Refer Para 4.0)

#### General Safety Conditions for the major EHV Projects Contracts:

A BA awarded a major contract work of EHV projects will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPSODL Safety Manual for details.



### Annexure 3.4 (Refer Para 4.0)

#### General Safety Conditions for the Maintenance of Sub – Transmission Network Contracts:

A BA awarded a major contract work of maintenance of sub – transmission network in area of a power system will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



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### Annexure 3.5 (Refer Para 4.0)

#### General Safety Conditions for the major contract work in Civil / Generation Projects:

A BA awarded a major contract work of / in civil or Generation project will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce up to 100 at site) / a safety engineer (for workforce up to 250 at site) / safety manager (for more than two safety engineers) for managing a complete safety management system at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPSODL Safety Manual for details.



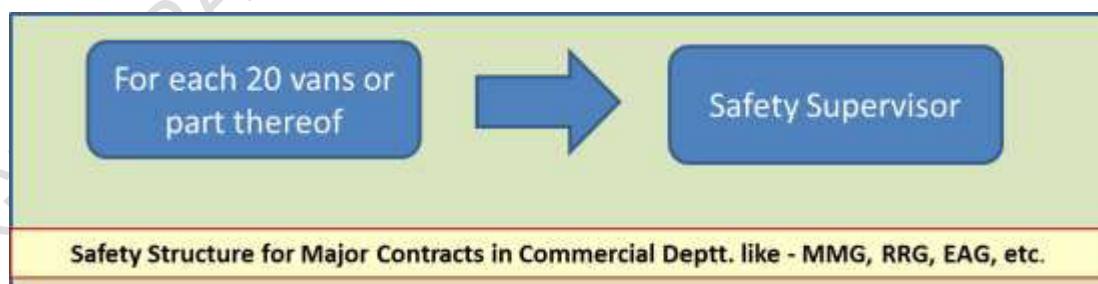
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### Annexure 3.6 (Refer Para 4.0)

#### **General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:**

A BA awarded a major contract work in meter management group & energy auditing group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



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### Annexure 3.7 (Refer Para 4.0)

#### **General Safety Conditions for the major contract work in O&M of street light group:**

A BA awarded a major contract work in operation and maintenance of street light group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPSODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPSODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPSODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPSODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPSODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPSODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPSODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



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### **Annexure 4 (Refer Para 3.3)**

#### **Safety Undertaking by way of Affidavit**

I \_\_\_\_\_ s/o \_\_\_\_\_ R/o \_\_\_\_\_ (AUTHORIZED REPRESENTATIVE/PARTNER/DIRECTOR/PROPRIETOR ) of M/S \_\_\_\_\_ (name of company/firm)\_\_\_ having its office at (Complete address of Company), authorized vide power of attorney dated -----/Board resolution dated----/letter of authority dated----, hereinafter referred to as **Contractor [or Business Associate (BA)]** which expression shall, unless it be repugnant to or inconsistent with the meaning or context thereof, be deemed to include its heirs, executors, administrators, and assigns do hereby affirm and undertake as under :

1. The present undertaking shall remain in force from the date of execution of contract awarded by TPSODL and shall be valid till the date of termination of the said contract by either parties. The undertaking is binding on me (contractor) as well as my sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by The TP Southern Odisha Distribution Limited (TPSODL) so as enable TPSODL to achieve its goal of Zero On site incidences.
3. That the Contractor shall be fully responsible for ensuring occupational health and safety of its employees, representatives, agents as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by TPSODL specifically. , failing which TPSODL shall be entitled, but not obliged, to provide the same and recover the actual cost thereof from the Contractor's payments.
5. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.
6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.

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7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPSODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPSODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold TPSODL / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by TPSODL or to which TPSODL might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor /Subcontractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by TPSODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

#### DEPONENT VERIFICATION

Verified at Berhampur on this \_Day of \_\_\_\_\_20\_\_ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

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**Annexure 5 (Refer Para 5.4)**

**SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR**

**Skill / Qualifications Required for Electrician (*Certificate of Competency Class-II*):**

1. Formal education in ITI – Wireman/ Electrician trade.

OR

2. Working experience of minimum three years of practical wiring.

OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

**Skill / Qualifications Required for Electrical Supervisor (*Certificate of Competency Class-I*):**

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.

OR

2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.

AND

Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively

OR

3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

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## **Annexure 6 (Refer Para 5.6)**

### **Training Module for BAs Worker & Supervisor**

#### **Training for BA Supervisor**

**Duration – 02 Hrs / Month**

**Methodology:** Lecture and Practical Demonstration of Safety Zone Creation

#### **Session: 1**

**Topic:** Electrical Safety Aspects

#### **Sub Topics:**

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance:
  - Planning of the maintenance job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor of the TPSODL
  - Identification of Risks associated with the maintenance work and planning for controlling measures by TPSODL supervisor
  - Creation of safety zone by TPSODL supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
  - Start of the work – Right person for the right job
  - Alert supervision
  - Completion of the job – Check points
  - Energization of network
  - Actions to be taken in case of some accident

#### **Session: 2**

**Topic:** Use of Electrical Testing Equipment

**Methodology:** Lecture and Practical Demonstration

#### **Sub Topics:**

1. Meggar, Hi Pot, Clamp On Meter, Neon Tester, Discharge Rod, Line tester etc.

#### **Session: 3**

**Topic:** Awareness of Electrical Safety Aspects

- A. Understanding the need of this Training and Safety
- B. Learning specifics of HT & LT Network
- C. Major type of work to be carried out in zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
  - Planning of the job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor
  - Permit to Work
  - Safety Tagging and Lock Out Tag out

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- Identification of Risks associated with the work to be carried out and planning for controlling measures by proper supervision
- Concept of “**Safety Zone**”
- Identification and use of Neon Tester, Shorting Chain, Clamp on Meter, Hi Pot, Meggar etc.
- Completion of the job – Check points
- Accident Theory & Incident Reporting
- Actions to be taken in case of some accident

**Session: 4**

**Topic: Identification, Demonstration and Usages of Tools, PPEs and other Safety Gears and demonstration of working on HT pole**

**Session: 5**

**Topic: Practical demonstration of Safety Zone creation**

**FREQUENCY**

**Regular Safety Training Program**

- It will be conducted for all field & supervisor staff of BA in such a manner that all BA Personnel attend at least two hours safety training during every month.

**One Day Induction Safety Training Programs:**

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of TPSODL by the BA, as a part of AMC / Work Contract.

**Duration / Periodicity:**

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPSODL.

**Annexure 7 (Refer Para 5.7)**

**LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY**

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C)  Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech )  Joseph Leslie  Accent Industries  Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech)  Joseph Leslie  Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech )  Joseph Leslie  Accent Industries  Honeywell
06	Fireproof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPSODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

**Note:**

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPSODL.
3. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / EN standards.
5. TPSODL may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations. Refer picture of each PPE given in next page.

**Pictures of PPE for reference purpose.**

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358: 2000 IS: 3521:1991/2002	

04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPSODL standard	
08	Reflective jacket to each workman	As per TPSODL standard	

*Note: Picture shown are for indicative purpose only. Actual product may differ.*

**Annexure 8 (Refer Para 5.8) LIST OF AUDITS TO BE CONDUCTED**

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record <i>(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)</i>		Monthly	F09 (COR P - 12)
Safety Talk Register		Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

Note:

1. (BA Safety Representative has to use the formats as per Safety process COR – P – 12 of TPSODL)

**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

**FOR THE MONTH OF.....**

Name of BA: .....

Name of the Project and Purchase order No: .....

Date of commencement of work: .....

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime): .....

Cumulative Man Hour worked: .....

Total Number of Minor Injury (this month): ..... Minor Injury (Total) .....

Major Injury (this month): ..... Major Injury (Total): .....

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from TPSODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPSODL.	
	Rs.	Rs.		

*Note: Cumulative means total from date of commencement of work according to the contract.*

Detail of the Accident / Near Miss Incidents:

Date and Time	Type of the incident	Name of Employee	Brief Description	Corrective and Preventive actions recommended

Details of the Safety Violations:

Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Toolbox Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

Detail of the Safety Inspection /Audit: (as per TPSODL site audit checklist F29A(COR-P-12)

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participations

Signature of the BA Safety Representative  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

*Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5<sup>th</sup> of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.*

*BA may include additional lines if required. The TPSODL may revise the format as and when deemed required.*

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**ANNEXURE-M**  
**VENDOR APPRAISAL FORM**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>			
<b>VENDOR:</b>			
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b>		
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>		
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b>		
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b>		
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b>		
<b>7.0</b>	<b>CREDIT LIMIT</b>		
<b>8.0</b>	<b>TECHNICAL</b>		
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	8.2	NO. OF DRAUGHTSMEN	:
	8.3	COLLABORATION DETAILS (IF ANY)	:
		8.3.1 DATE OF COLLABORATION	:
		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:

		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT)	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILISED	:
		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	:

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	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC. (AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED 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	:
<b>11.0</b>	<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>		
<b>12.0</b>	<b>SALES, SERVICE AND SITE ORGANISATIONAL DETAILS</b>		
<b>13.0</b>	<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>		

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14.0	<b>POWER SITUATION</b>	:
15.0	<b>LABOUR SITUATION</b>	:
16.0 *	<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	
17.0	<b>ORGANIZATIONAL DETAILS</b> 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	<b>DOCUMENTS TO BE ENCLOSED:</b> 1. FACTORY LICENSE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GST Registration No	

\* 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.**

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**ANNEXURE-N**

**MANUFACTURER AUTHORIZATION FORM**

*(To be submitted on OEM's Letter Head)*

Date: .....

Tender Enquiry No.: .....

To,  
 Chief (Procurement & Stores)  
 TP Southern Odisha Distribution Limited,  
 Berhampur

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.

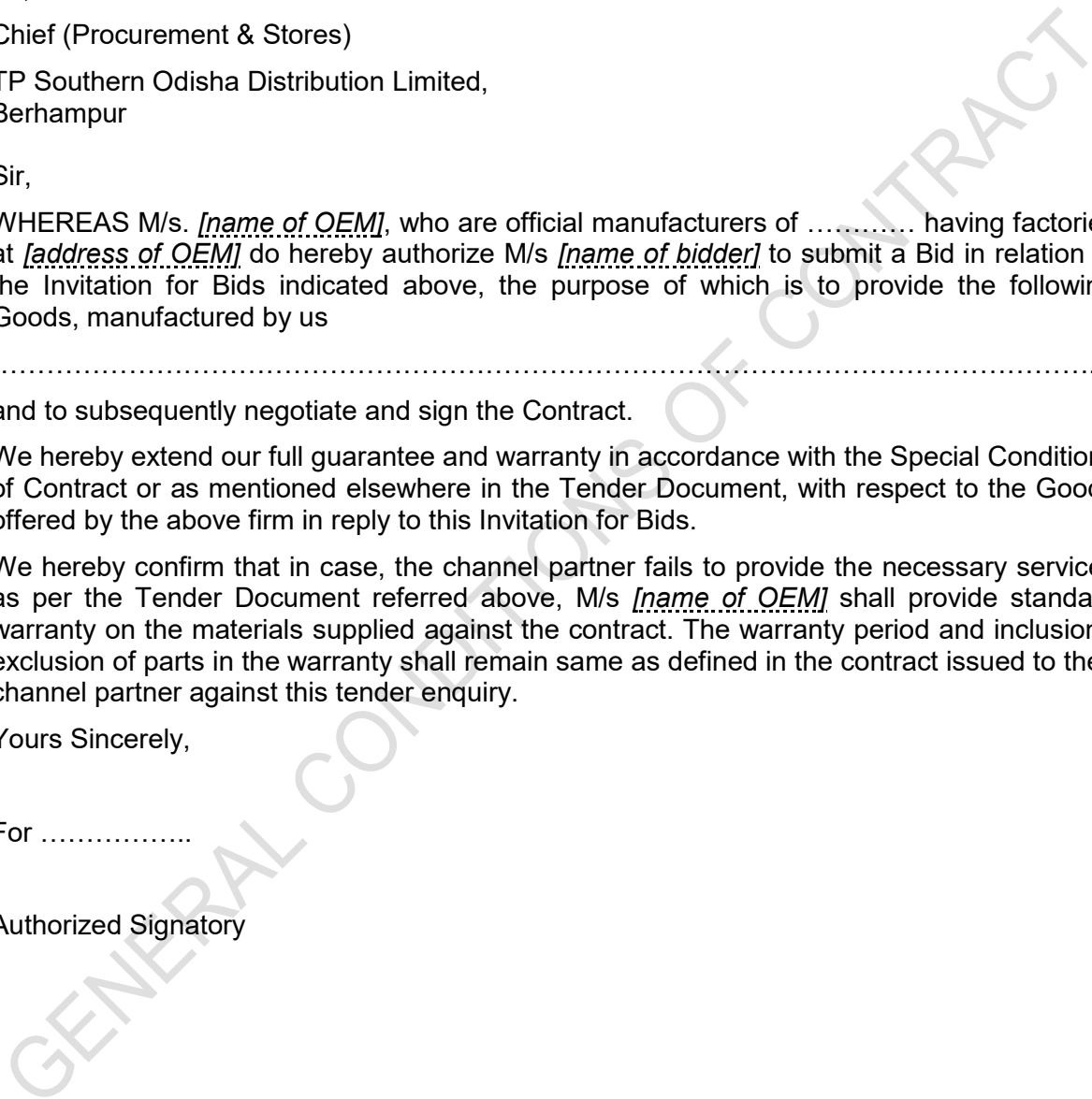
We hereby extend our full guarantee and warranty in accordance with the Special Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

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



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<b>9.0</b>	<b>STATUTORY COMPLIANCE</b>
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9.3	Affirmative Action
9.4	MSME Development ACT 2006
9.5	Compliance to Labour Laws
9.6	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
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10.2	Material/Equipment/Works Quality
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24.2	Termination for convenience of associate
24.3	Termination for Convenience of TPWODL
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25.1	Governing laws and jurisdiction
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<b>27.0</b>	<b>INSURANCE</b>
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<b>29.0</b>	<b>TRANSFER OF TITLES</b>
<b>30.0</b>	<b>SUGGESTIONS &amp; FEEDBACK</b>
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## 1.0 ORGANIZATIONAL VALUES

The Tata Group has always been a value driven organization. These values continue to direct the Group's growth and businesses. The Six core Tata Values underpinning the way we do business are:

**Integrity** - We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.

**Understanding** - We must be caring, respectful, compassionate and humanitarian towards our colleagues and customers around the world and always work for the benefit of India.

**Excellence** - We must constantly strive to achieve the highest possible standards in our day to day work and in the quality of goods and services we provide.

**Unity** - We must work cohesively with our colleagues across the group and with our customers and partners around the world to build strong relationships based on tolerance, understanding and mutual co-operation.

**Responsibility** - We must continue to be responsible and sensitive to the countries, communities and environments in which we work, always ensuring that what comes from the people goes back to the people many times over.

**Agility** - We must work in a speedy and responsive manner and be proactive and innovative in our approach.

## 2.0 ETHICS

In our effort towards Excellence and in Management of Business Ethics at 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.
5. All Associates and Stakeholders are requested to register any grievance on ethics violation on TPWODL website [www.tpWesternodisha.com](http://www.tpWesternodisha.com)

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/Award of Contract

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TPWODL awards the contract to the Associate in writing in the form of Purchase order 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 (detailed in section 12 of this document) shall be deemed as the Contract Completion Date.

### **3.4 Contract Period/Time**

The period from Contract Commencement Date to Contract Completion Date shall be deemed as the Contract Period/Time.

### **3.5 Contract Execution Completion Date**

The stipulated date for completing the execution of all items in the schedule of quantities (Supply, Service and or both as applicable) shall be deemed as the Contract Execution Completion Date.

### **3.6 Contract Execution Period/Time**

The Period from Contract Commencement Date to Contract Execution Completion Date shall be the Contract Execution Period/Time. Timely Completion of Works/Timely Delivery of Materials is the essence of the contract. The period from effective date of contract to the date stipulated for completion of delivery of all items/completion of all the works/services, as per schedule of quantities of the contract is defined as contract execution completion time. The Delivery of Materials /The Completion of Works, as applicable, should be achieved in all respects as per schedules of quantities and all the terms and conditions of the contract, in the contract execution time.

Any revision/amendment in the originally stipulated contract execution time has to be approved by authorized representative of TPWODL.

### **3.7 Contract Price /Value**

The total all inclusive price/value mentioned in the LOI/PO/RC of the contract document is the Contract Price/Value and is based on the quantity, unit rates and prices quoted and awarded and shall be subject to adjustment based on actual quantities supplied/actual measurement of work done and accepted and certified by the authorized representative of the company unless otherwise specified in schedule of quantities or in contract documents.

### **3.8 Contract Document**

The Contract Document shall mean and include but not limited to the following:

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- NIT/Tender Enquiry, QR, Instruction to Bidders, Special Condition of Contract (SCC) of tender, GCC, Technical & Commercial Specifications including relevant annexure and attachments).
- Bids & Proposals Received from Associate including relevant annexure/attachments.
- Letter of Intent (LOI/RC/PO) with agreed deviations from the tender/bid documents.
- All the Inspection and Test reports, Detailed Engineering Drawings.
- Material Dispatch Clearance Certificate (MDCC).
- Minutes of Meeting (MoM)

### 3.9 Contract Language

All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels, on deliveries and any other data shall be in English Language.

The Contract documents and all correspondence between the TPWODL, Third Parties associated with the contract, and the Associate shall be in English language.

However, all signboards required indicating "Danger" and/or security at site and otherwise statutory required shall be in English, Hindi, and local languages.

### 3.10 Reverse Auction

TPWODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products / services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached in Annexure J. 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.

Bid validity will stand get automatically extended from the date of latest Negotiation event i.e. Reverse Auction or Manual Negotiation and accordingly bid shall be valid further

- i. For minimum 45 days if original bid validity duration is lesser than 45 days at latest negotiation date.
- ii. For actual bid validity duration if original bid validity is more than 45 days at latest negotiation date.

### 4.0 SCOPE OF WORK

All the activities that are to be undertaken by the Associate to realize the contractual deliverables in completeness form Scope of Work. Following clauses list, but not limited to, major requirements of the scope of work.

The associate shall satisfy himself 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.

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**Completeness:** Any supplies and services which might have not been specifically mentioned in the Contract but are necessary for the scope mentioned in Special Terms & Conditions and/or completeness of the works at the highest possible level, including any royalties, 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.

#### **4.1 Indemnity**

Associates shall undertake to fully indemnify TPWODL (also referred to as the Company in the GCC) against all kinds of liabilities or damages, of whatsoever nature, including compensation arising from any accident to the person or property of those in Associate's employment or to any other person or properties including those of TPWODL, arising due to reasons attributable to any, act, omission or negligence of the Associate the Associates, for the entire period of contract including period of guarantee.

Within 7 days of award of work, the Associates shall submit Indemnity Bond in the format as per Annexure-E to Order Issuing Authority.

Contract having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- E to Order Issuing Authority.

#### **4.2 Display of Notice Boards at Work Sites**

The Associate shall put up display notice board at each project site where the works are in progress indicating the information given below:

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.
- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

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### 4.3 Disposal of Waste at Site

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

The associates shall follow the below criteria for disposal of waste at site during the execution of project.

- Associate shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/ Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Associate shall provide the appropriate means for site to site transportation of materials to avoid damage and litter generation.
- Associate shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.
- In the event that area of contaminated or biological hazard is identified, Associate shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of TPWODL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

### 4.4 Deployment of Work Force

Associate shall deploy adequate labour as considered necessary by TPWODL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to TPWODL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Associate shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any time. Associate shall continue to be responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company

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will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

TPWODL shall have the right to instruct the Associate to change the Sub- Associates or skilled /unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

Associates shall submit duly signed undertaking regarding engagement of competent staff / employee commensurate to the nature of job to Engineer-in-charge in the format attached as Annexure – H.

#### **4.5 Damages to Properties**

The Associates shall take necessary steps to ensure that the equipment and installations of the Company, third parties, including other utility services like water supply pipelines; open drains telephone cables etc. are not damaged during execution of the works. The Associates shall be responsible for all such damages and shall have to repair/ replace and/or compensate for the entire claims in respect of such damages at its own cost.

#### **4.6 Issuance of Material**

The material issued to the Associate shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile the material. Any cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits.

#### **4.7 Company's Right To Use Works**

If Taking Over Certificate is delayed for any reason, for which TPWODL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

#### **4.8 Rights of TPWODL to vary the scope work**

TPWODL shall have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by communicating the intent to do so in writing to the Associate. On receipt of such communication the Associate shall, within the time frame specified in the contract shall provide TPWODL with a reasonably detailed estimate of the cost of the change in scope outlined in the TPWODL communication. The change in the Contract price and time shall be revised upwards or downwards, as the case may be, and shall be mutually agreed to. The Associate shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

The Associate shall not proceed with the changes in the scope of work till such time revision of Contract price and time schedule are approved and communicated to the associate by TPWODL.

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Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by TPWODL through an amendment to the contract. The amendment shall be treated valid only if signed by the authorized signatory of the original contract.

## **5.0 PRICES/ RATES/ TAXES**

### **5.1 For Supply part of Contract**

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, cesses and duties, particularly Goods and Services Tax as applicable. All government levy / taxes shall be paid only when the invoice is submitted according to the relevant act.

The prices/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.

### **5.2 For Service part of Contract**

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by TPWODL and to the extent required for completion of works, cost of service executed as per schedule of quantities, cost of testing as per contract terms, cost of documentations including all relevant test certificates and other supportive documents to be furnished as per contract terms. The rates shall remain firm till actual completion of contract.

The Prices/Rates are inclusive of all taxes, levies, cesses and duties, particularly Goods and Services Tax as applicable. All government levy / taxes shall be paid only when the invoice is submitted according to the relevant act.

The prices shall remain unchanged irrespective of TPWODL making changes in quantum in all or any of the schedules of items of contract.

### **5.3 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.

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## 6.0 TERMS OF PAYMENT

- A. 5% of the Release Order/ Purchase Order price shall be paid as initial interest free advance on fulfillment of the following by the Associate:
- a) Acceptance of PO/ LOI.
  - b) Submission of advance payment BG of 15% of the Release Order/ Purchase Order price which shall remain valid till the advance is fully adjusted.
  - c) Submission of Contract Performance Bank Guarantee of 5/10% of the RC/ PO price valid till 30 days after taking over of the works.
- B. 10% of the Release Order/ Purchase Order price shall be paid as interest free advance against approval of drawings under Category-1 of major drawings, Quality Plans, Pert Chart, Field Quality Plan, posting of Project Manager and commencement of the first mile stone of the work mutually agreed including C-3 Form, and submission of a true copy of 'Erection All Risk Insurance Policy' taken for the awarded jobs. The drawing list shall be mutually agreed at the time of award of work.
- C. 50% on account payment of the total of item wise cost of material Release Order/ Purchase Order shall be paid against receipt of material at site in good condition and certification by TPWODL along with bills complete in all respects viz. MDCCs etc.
- D. 20% on account payment of the actual executed value shall be paid against mechanical completion of erection on prorata basis against monthly bills and 70% on account of the actual executed value shall be paid against the service line item including composite line item. In case this milestone is not completed beyond 120 days for reasons attributable to TPWODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPWODL.
- E. 15% payment of the actual executed Release Order/ Purchase Order shall be paid after completion of acceptance test and Taking Over of the complete systems specified in the enquiry, including clearance of Electrical Inspection, compliance of final punch point and after reconciliation & adjustment of payments, if any, towards Quantities of materials issued from purchaser's stock and consumed by the contractor for expeditious completion of the job. In case this milestone is not completed beyond 120 days beyond schedule for reasons attributable to TPWODL, the payment corresponding to supply part shall be released subject to submission of BG of equivalent amount by the BA valid for a period of further 12 months. If required, it shall be extended by the BA on request of TPWODL.

The Contractor shall submit all Operation & Maintenance manuals and "As Built Drawings" etc. and shall also submit Equipment Warranty Bank Guarantee (EWBG) equivalent to 5/10% of actual executed contract price before the release of this last payment and return of CPBG. The validity of EWBG shall be for a period of 15 months from the date of taking over of the works or specified guarantee period in drawing/tender/technical specification documents etc. whichever is later. The associate shall also submit 'No Demand Certificate' at the time of receipt of full and final payment.

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## 6.1 Pre-Requisites for Payment

- Associate should have completed execution of that part of contract, for which payment is sought, to the satisfaction of TPWODL's Engineer-in-Charge responsible for the contract and obtained certification for execution of the work.
- Associate has undertaken joint measurement of the work executed along with TPWODL's Engineer-in-charge
- Associate's bills/invoices submitted have been certified by Engineer-In-Charge.

## 6.2 Bills & Invoices

Unless specified otherwise in the special conditions of contract, Associate shall raise not more than one invoice/contract per month for the services rendered in the prescribed Tax Format and the invoice shall be submitted within 15 days of the following month at Bill Inward Receipt Desk (BIRD) Receipt Desk / Invoice Desk / Office of CFO, TPWODL located at TPWODL Corporate Office, Burla, Sambalpur, Odisha, India – 760 004

All Bills shall be supported by joint measurement of work done, quality test report and a copy of wage sheet, if applicable (showing proof of having disbursed wages as per applicable law) and a copy of statement substantiating that statutory payments having been affected.

Bills/ invoices shall mention Associate's 'Sales, Service, WCT Tax Registration Number, PAN number as applicable.

Final bill submission after completion of project or execution of job must be within 30 days from the actual date of completion/execution of work awarded.

## 6.3 Payment & Statutory Deductions

Payment shall be released within 30 days from the submission of the bills. The associate shall submit "No Demand Certificate" in the format as per Annexure-D at the time of receipt of full and final payment. In case any non-compliance to contract conditions comes to TPWODL's notice, TPWODL will be entitled to deduct 30% of estimated wages plus 20% of wages as TPWODL's overheads. Associates would be obliged to provide the copy of monthly wage sheet in any case, failing which no payment shall be made. TPWODL at their sole discretion may deposit the PF etc. with statutory authorities. TPWODL will deduct the amounts of TDS as per statutory requirement under the income tax act and the DVAT Act and certificates (wherever applicable) will be issued to associate accordingly.

In case of non-submission of PAN No TDS @ 20% shall be deducted from all payable amounts for which no TDS certificate shall be issued. TDS once deducted as above shall not be revised in any condition.

### 6.3.1 Statutory Deductions

TPWODL will deduct the amounts of TDS, TCS as per statutory requirement under the income tax act, the Goods and Services tax act, BOCW Act, or any other applicable tax act and certificates (wherever applicable) will be issued to associate accordingly. For consumption of TPWODL's Water and Electricity by Associate for execution of Contract, Associate shall pay 0.5% & 1.0% respectively of contract value and it shall be deducted from the running bills. The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in

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triplicate at Bill Inward Receipt Desk (BIRD) / Invoice Desk / Office of CFO, TPWODL located at TPWODL Corporate Office, Corporate Office, Burla-768017, Odisha,

#### 6.4 Guidelines for Raising Running/Final Bills

Contract Value Up to 5 Lakhs	One Final Bill
Contract Value More than 5 lakhs	Monthly Running Bill & One Final Bill

All Bills shall be processed only when all bank Guarantees are in place and before payments of Final Bill Associate have to furnish NDC.

#### 6.5 Quantity Variation

Payment will be made on the basis of actual quantity of supplies/actual measurement of works accepted by TPWODL and not on the basis of contract quantity.

#### 6.6 Full and Final Payment

Full & Final Payment in all contracts shall be made subject to the associate submitting "No Demand Certificate" in the format as per Annexure-D.

#### 7.0 MODE OF PAYMENT

Payment shall be made through RTGS mode for which Business Associated shall submit the details of Bank Account and other details as per annexure K. 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.

The quantities of items indicated are estimated and preliminary. However, payments shall be made on the basis of actual quantity of work carried out and measured jointly by the Company and the Associate. Associates shall be responsible to organize joint measurements of works with TPWODL Engineer-in-Charge before raising any bill of work done. In the event Associate fails to do so, TPWODL at their sole discretion, may take measurements of work done and proceed as deemed fit and in such an event Associate's right to lodge any subsequent claim shall stand forfeited.

#### 8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 15 days from the effective date of issue of PO/RC, Security cum Performance 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

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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 Social Accountability**

TPWODL expects its Associates to follow guidelines of best practices 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	25% relaxation in PBG for order value above 50 lacs else 50% 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).

**## Certification from SC/ST commission shall be required for deciding upon SC/ST status of a person.**

#### **9.4 MSME Development ACT 2006**

Provisions for Firms falling in The Micro, Small and Medium Enterprise Development Act 2006:-

- i. Business Associate is requested to inform the TPWODL if they fall under provisions of the Micro, Small and Medium Enterprises Development Act, 2006 legislation, and provide necessary documents to TPWODL. The Associate also needs to mention the relevant details on their invoice / bill.
- iii. Business Associate shall submit the self-undertaking of registration in MSME category at the time of bidding as well as on an annual basis to TPWODL, enabling them to avail the consequent benefits, failing which TPWODL may take appropriate action against such defaults.
- iv. Business Associates falling in MSME category are exempted from submitting the Tender Fee when participating in TPWODL tenders. Also they are eligible to submit concessional EMD at 50% of the EMD otherwise applicable.

#### **9.5 Compliance to Labour Laws**

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Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then TPWODL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, TPWODL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

## **9.6 Compliance to Construction and Demolition Waste Management Rules & Environment (Protection) Amendment Rules**

BA is liable to follow the Construction and Demolition Waste Management Rules- 2016, Environment (Protection) Amendment Rules- 2018 and Guidelines on dust mitigation measures in handling construction material and C&D wastes issued by CPCB.

Following are some main points of above Rules/Guidelines for Construction work, cable laying jobs etc.

1. Barricading to be provided at site to cover complete area.
2. Construction material and waste should be inside the closed area made by using barricading.
3. Water sprinkling/fine spray from nozzles to be done to suppress the dust.
4. The board of Dust mitigation measures shall be displayed at site for public viewing with required details.
5. Loose sand or soil and construction material that causes dust shall be covered.
6. Transport material that are easily wind borne need to be covered by a sheet made of either jute, tarpaulin, plastic or any other effective material.
7. All areas for storing C&D waste/construction material to be demarcated and preferably barricaded particularly those materials that have potential to be dust borne.
8. Grinding and cutting of building materials in open area shall be prohibited.
9. Construction material and waste should be stored only within earmarked area and roadside storage of construction material and waste shall be prohibited.
10. No uncovered vehicles carrying construction material and waste shall be permitted.
11. Construction and demolition waste processing and disposal site shall be identified and required dust mitigation measures to be notified at the site.

## **10.0 QUALITY**

### **10.1 Knowledge of Requirements**

The Associate shall be deemed to have carefully examined and to have knowledge of the equipment, the general and other conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and the type of the equipment and duties required including wherever necessary of the site conditions and relevant matters and details. Any information thus procured or otherwise obtained from 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

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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 SAFETY**

All Associates shall strictly abide by the guidelines provided in TPWODL's Contractor Safety Management System (CSMS) as applicable at all stages during the contract period. Associate shall execute the contracts ensuring the following in and as order of priority:

- Safety of Human Beings.
- Safety of equipment/Assets.
- Timely Completion of Contract.

Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure L and is an integral part of this GCC.

### **12.0 INSPECTION/PARTICIPATION**

#### **12.1 Right to Carry Out Inspection**

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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 within maximum of two weeks of 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.

## 12.2 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 stationery, 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

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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.

### **12.3 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.

### **12.4 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.

### **12.5 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.

## **13.0 MDCC & DELIVERY OF MATERIALS**

### **13.1 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 sub-contractors:

- 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.

### 13.2 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.

### 13.3 Consignee

Unless otherwise specified in the Contract Document / Purchase Order/ Release Order, Materials/Goods/Equipment shall be consigned to "Stores-In-Charge", TPWODL Sambalpur

### 13.4 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

### 13.5 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, Sambalpur", Guarantee period and Associate's name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at TPWODL Western store. 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.

## 14.0 GUARANTEE

### 14.1 Guarantee of Performance

Associates shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract. 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.

### 14.2 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 15 Months from the Date of

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Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

### **14.3 Failure in Guarantee Period (GP)**

If the equipment and material supplied/service or work rendered under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied/service or work rendered under the contract within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied/service or work rendered under the contract, failed in Guarantee Period, TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, the Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPWODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPWODL within 7 days of reporting the issue by TPWODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case 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.

### **14.4 Cost of repairs on failure in GP**

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all associate costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the 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.

### **14.5 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.

### **14.6 Latent Defect**

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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.

#### **14.7 Support beyond the Guarantee Period**

The Associate shall ensure availability of spares and necessary support for a period of at least 10 years post completion of guarantee period of equipment supplied against the contract.

#### **15.0 LIQUIDATED DAMAGES**

Liquidated damages @1% of the total executed contract value per week or part thereof, for the period of delay in integrated completion, subject to maximum 10% of the value of the contract shall become leviable without prejudice to other rights of the TPWODL. This amount shall be recoverable from any amount due or becoming due to the Business Associates under this or any other contract. In specific cases, TPWODL reserves the right to apply LD only on the unexecuted portion of the supply and works for standalone use, provided full quantity is executed within a maximum 30% additional time. 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.

##### **15.1 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.

##### **15.2 Material Recovery**

In case of any recoveries for materials or services (for material free issued by TPWODL and not reconciled by BA or for services claimed and paid in excess at the time of running bills), the total cost which shall be recovered from the BA, shall be the gross amount of material or services (i.e. including taxes) plus applicable taxes as prevailing at the time of such recoveries.

#### **16.0 ASSIGNMENT OR SUBCONTRACTING**

Associates shall not assign/subcontract/outsourced the schedule of activities of contract TPWODL enters with the associate, in part or full, without TPWODL's prior written approval. However, outsourcing of materials/equipment/services by Associate to make the integrated product for which TPWODL's has placed the contract with the associate from suppliers, makes and agencies which have been mutually agreed upon during contract pre-award stage is permitted subject to following conditions.

In such cases where outsourcing is done by the Associate

- Shall ensure that outsourced suppliers comply with the technical and financial qualification requirements specified by TPWODL in the contract document
- Shall furnish all particulars about the proposed outsourcing agencies and the details of the goods/services/work outsourced to the Associate while seeking approval of

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TPWODL for inclusion for outsourcing. The Associate shall give approval or shall refuse approval in writing within thirty (30) days of receipt of such request. However, the Associate shall not be entitled for any additional contract execution time whatsoever in lieu of the process for approval for outsourcing agencies and shall be held responsible for any delay in the project execution time.

- Shall remain jointly and severally liable for any action, deficiency, and/or negligence on the part of his outsourcing agencies. The approval extended by the Associate to outsourcing agencies recommended by the Associate shall not discharge the later from his Contract obligations.

Shall submit to the Associate unpriced copies of purchase orders with technical specifications included in the orders, placed on outsourcing agencies as soon as the respective orders have been placed by the Associate.

## **17.0 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.

## **18.0 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.

### **18.1 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.

### **18.2 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.

### **18.3 Associate's Processes**

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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.

#### **18.4 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.

#### **18.5 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.

#### **19.0 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.

#### **20.0 INDEMNITY**

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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.

## **21.0 LIABILITY & LIMITATIONS**

### **21.1 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.***

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.

### **21.2 Limitation of Liability**

The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.

## **22.0 FORCE MAJEURE**

Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.

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“Force Majeure” shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- Politically motivated sabotage, or terrorism, etc.
- Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.
- Any act of God.

Note: Causes like power breakdown/ shortages/fire/strikes, accidents etc. do not fall under Force Majeure.

Time being the essence of the Contract, if either party is prevented from the performance of its obligations in whole or in part due to an event of Force Majeure, then provided Notice of happening of any event by the Affected Party is given to the other party within seven (7) days from the date of occurrence of such event, which DIRECTLY has impact on works and submitted details and quantum of resulting effect, but at the same time had made all possible efforts to mitigate and overcome effects thereof, the Affected Party's performance under this Contract shall be suspended until such event ceases and the Scheduled Completion shall be delayed accordingly.

If Force Majeure event(s) continue for a period of more than three months, the parties shall hold consultation to discuss the further course of action.

Neither party shall be considered to be in default or in breach of its obligation under the Contract to the extent that performance of such obligation by either party is prevented by any circumstances of Force Majeure which arise after effective date of Contract.

Neither party can claim any compensation from the other party on account of Force Majeure.

## **23.0 SUSPENSION Of CONTRACT**

### **23.1 Suspension for Convenience**

TPWODL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business 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

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- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to 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,

### **23.2 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 27 for breach/default of contract conditions.

### **23.3 Compensation in lieu of Suspension**

If the suspension of the contract in whole or in part is for convenience of TPWODL and not due to any breach of contract conditions by the associate, TPWODL at its discretion shall consider compensating all reasonable additional costs incurred by Associate in lieu of suspension of whole or part of contract, on representation of the Associate providing justified estimates of such additional costs and such estimates are found acceptable and approved by competent authority of TPWODL.

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 24.3) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to TPWODL in lieu of suspension of contract. Resumption notice shall be subject to the Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

## **24 TERMINATION OF CONTRACTS**

### **24.1 Termination for Default/Breach of Contract**

The contract / PO shall be subject to termination by TPWODL in case of breach of the contract by the Associate which shall include but not be limited to the following:

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/ PO.

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- 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 24 (except sub clause g thereof) be committed by the associate for the first time, TPWODL shall issue, along with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of TPWODL then TPWODL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

In case the contract is terminated for any breach of the nature specified in clause 24 g stated above, TPWODL shall have the right to terminate all the contracts TPWODL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of TPWODL available to it under law.

Without prejudice to its right to terminate for breach of contract, TPWODL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Associate.

In the event of TPWODL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

- i) Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- ii) 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

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the associate might have entered with third parties for due discharge of its obligations under the contract with TPWODL.

iii) 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.

iv) 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.

v) 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 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.

## **24.2 Termination for convenience of Associate**

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPWODL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to

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TPWODL, Associate will have to pay TPWODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

### **24.3 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.

### **25.0 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.

#### **25.1 Governing law 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.

### **26.0 ATTRIBUTES OF GCC**

#### **26.1 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.

#### **26.2 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.

#### **26.3 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.

### **27.0 INSURANCE**

The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate

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shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in TPWODL scope) for total contract (PO/RO) value or any other such risks during execution of works, till the works are handed over to the company, in consultation with TPWODL and shall submit copies of such insurances to the Engineer-in-Charge for review / acceptance before commencing the work. Engineer-in-charge must ensure compliance to insurance requirement by Associate before commencement of works. TPWODL shall stand fully indemnified in this respect.

**BA will also ensure purchase of Special Covid Insurance policy of ₹ 5 lacs for the legal heir(s) of deceased BA employees (in case of death due to Covid- 19)**

- i. BA to take appropriate Special Covid Insurance policy from a reputed insurance agency prevailing in the market so that all the BA employees are covered under the purview of ₹ 5,00,000/- compensation, in case of death due to Covid -19.

BA shall be required to purchase the policy immediately post receipt of LOI / Work Order.

- ii. If it is found that the BA employee(s) is/are not covered under the purview of Special Covid Insurance Policy, the concerned BA shall be liable to pay the entire sum of ₹ 5,00,000/-.
- iii. Cost of the Covid Insurance policy shall be borne @50% each by the BA and TPWODL. BA will be reimbursed @50% of the Annual Premium based on the original money receipt and policy copy.

**28.0 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.

**29.0 TRANSFER OF TITLES**

The title of ownership and property to all equipment, installations, erections, constructions materials, drawings & documents shall pass to the TPWODL after Commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the TPWODL shall not in any way absolve, dilute or diminish the responsibility and obligations of the Associate under this Contract including loss or damages and all risks, which shall vest with the Associate.

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The Associate shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the TPWODL.

The Associate shall also be responsible for any delay and/or extra cost if any, in carrying out engineering, and site works by other agencies arising out of discrepancies, errors and omissions stated in as well as of any late revision/s of drawings and information submitted by the Associate.

### 30.0 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](http://www.tpWesternodisha.com) to provide your feedback according to the guidelines mentioned below:

### 31.0 CONTACT POINTS

In case Business Associate needs information with respect to payments or has any grievances, same may be lodged by log on to our website [www.tpWesternodisha.com](http://www.tpWesternodisha.com)

### 32.0 LIST OF ANNEXURES

S. No.	Subject	Annexure
1.	Performa for Bid Security Bank Guarantee	A
2.	Performa for Advance Payment Bank Guarantee	B
3.	Performa for Performance Bank Guarantee (CP cum EP)	C
4.	Performa for No Demand Certificate by Associate	D
5.	Performa for Indemnification on Statutory Compliance	E
6.	Performa For Application For Issuance of Consolidated TDS Certificate	F
7.	HR Service Level Agreement	G
8.	Under taking for competence of workmen	H
9.	Business Associate Feedback Form	I
10.	Acceptance Form For Participation In Reverse Auction Event	J
11.	NEFT or RTGS payment request form	K
12.	Contractor Safety Management System	L
13.	Vendor Appraisal Form	M
14.	Manufacturers Authorization Form	N



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**ANNEXURE-B**

**PROFORMA FOR ADVANCE PAYMENT BANK GUARANTEE**

**(On Rs.100/- Stamp Paper)**

**Note:**

- (a) Format shall be followed in toto
- (b) Claim period of six months must be kept up
- (c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

**TP Western Odisha Distribution Limited**

**Burla**

**Advance Payment B.G.No.....**

**Contract No.....dated.....**

1. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply and delivery 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, you have agreed to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_% (\_\_\_\_\_percent) of the total value of the contract on "the Vendor" furnishing you with an irrevocable, unconditional and acceptable bank guarantee to be valid till the date of receipt of "the said equipment" covered by your above mentioned contract. For this purpose you have agreed to accept our 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 three months 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

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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 and claim will also be payable at Sambalpur Branch **(to be confirmed by Sambalpur Branch by a letter to that effect)**
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee will remain in force up to and including \_\_\_\_\_(Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one month from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

**Witness**

- |          |  |
|----------|--|
| 1. _____ | Bank's rubber stamp<br>Banks full address        |
| 2. _____ | Designation of Signatory<br>Bank official number |

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### ANNEXURE- C

#### PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

**Note:**

- (a) Format shall be followed in toto
- (b) Claim period of one month must be kept up
- (c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee

-----  
 -----  
**TP Western Odisha Distribution Limited**

**Burla**

**CP cum EP BG No.....**

**Order/Contract No.....dated.....**

1. You have entered into a Contract No \_\_\_\_\_ with M/s. \_\_\_\_\_ (hereinafter referred to as "the Vendor") for the supply cum erection / civil work of \_\_\_\_\_ (hereinafter referred to as "the said Equipment") for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of the said contract, "the Vendor" agreed to furnish you with an irrevocable, unconditional and acceptable bank guarantee for 10% of the value of contract and to be valid till the end of Guarantee period plus one month towards "Contract cum Equipment performance". For this purpose, you have agreed to accept the guarantee.
3. In consideration thereof, we, \_\_\_\_\_ hereby irrevocably and unconditionally guarantee to pay to you on demand but in any case before the end of five working days from the date of the claim and without demur and without reference to "the Vendor" such amount or amounts not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_ % (\_\_\_\_\_ percent) of the total value of the contract on receipt of your intimating that "the Vendor" has not fulfilled his contractual obligations. You shall be the sole judge for such non-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 three 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

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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 and claim will also be payable at Sambalpur Branch (to be confirmed by Sambalpur Branch by a letter to that effect in case BG is from the branch outside Sambalpur)
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the guarantee will remain in force up to and including \_\_\_\_\_ (Date) and shall be extended from time to time for such period or period as may be desired by "the Vendor".
10. Unless a demand or claim under this guarantee is received by us in writing within one months from \_\_\_\_\_ (expiry date) i.e. on or before \_\_\_\_\_ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

**Witness**

- |    |  |                          |
|----|--|--------------------------|
| 1. |  | Bank's rubber stamp      |
|    |  | Banks full address       |
| 2. |  | Designation of Signatory |
|    |  | Bank official number     |

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**ANNEXURE-D**

**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 favor of TPWODL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

**Dated**

**Signature**

**Place**

**Name**

**Designation**

**(Company Seal)**

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**ANNEXURE – E**

**PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”**

(To be submitted by the successful Bidder within seven days of award of work)

**(Certificate No. CCP/001)**

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

By this confirmation we, \_\_\_\_\_  
(Associate) are formally bound to M/s. TPWODL towards any sum which may be imposed, levied or hereinafter recovered by the Provident Fund Organization under the provisions of the Employees of the Provident Fund and Miscellaneous Provisions Act 1952 in respect of employees employed by us.

We well and truly bind ourselves and our heirs executors administrators and representatives jointly severally and respectively for the above payment only to be paid to M/s. TPWODL.

AND WHEREAS we, \_\_\_\_\_ (Associate) is making compliance of the Employees Provident Fund and Miscellaneous Provisions Act 1952, have entered into the above written bond for the indemnity to M/s. TPWODL against all losses from the acts or default of the said Associate in respect of compliance of the Provident Fund Act.

Similarly, we hereby confirm that we have complied with all statutory and local laws and nothing is outstanding with regard to Local Sales Tax, Labor Laws, Local Municipal dues, Electricity dues etc. We have entered into the above written bond for the indemnity to M/s. TPWODL against all losses from the acts or default of the said Associate in respect of compliance of the Local Sales Tax Laws, Local Laws, Labor Laws, Local Municipal Dues, Electricity dues etc.

NOW THE CONDITION, of the above written bond is as such that if the Associate during the period of this contract commits any default or fails to make payment of Contributions in respect of his employees to the Employees Provident Fund Organization, he shall indemnify the Principal Employer M/s. TPWODL from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

IN WITNESS to the above written bond we have here to set our hands, with our free consent.

**Dated**

**Place**

**Signature**

**Name**

**Designation (Company Seal)**

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**ANNEXURE-F**

**PROFORMA FOR APPLICATION FOR ISSUANCE OF CONSOLIDATED TDS  
CERTIFICATE**

To be printed on the letterhead

To,

TP Western Odisha Distribution Limited,

Burla

**Sub: Application for issuance of Consolidated TDS Certificate for the FY \_\_\_\_\_**

Dear Sir,

I / we hereby request / authorize you to issue me / us a consolidate TDS Certificate for the financial year \_\_\_\_\_ against tax deducted at source by you from my / our payments / bills during the said year from time to time under Chapter XVII – B of the Income Tax Act, 1961.

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

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## **ANNEXURE - G**

### **SERVICE LEVEL AGREEMENT**

(To be adhered to by Business Associates (BAs) in TPWODL on Human Resource Issues)

**1.0 The following shall be adhered to by the Business Associates during his / its association with TPWODL:**

**Shall Abide by Tata Core Values:**

- a) **Integrity** – We must conduct our business fairly, with honesty and transparency. Everything we do must stand the test of public scrutiny.
- b) **Understanding** – We must be caring, show respect, compassion and humanity to our colleagues and customers and always work for the benefit of the communities we serve.
- c) **Excellence** – We must constantly strive to achieve the highest possible standards in our day to day work and in the quality of services we provide.
- d) **Unity** – We must work cohesively with our colleagues across the group and with our customers and partners to build strong relationships based on tolerance, understanding and mutual co-operation.
- e) **Responsibility** – We must continue to be responsible and sensitive to the communities and environments in which we work and always ensuring that what comes from the people; goes back to the people many times over.
- f) **Agility**- We must work in a speedy and responsive manner and be proactive and innovative in our approach.

**2.0 The Business Associate / his manager / supervisor who is responsible for managing the project site / performance contract etc. in TPWODL would also ensure adherence of these values by his employees / persons deployed by him in connection with his works undertaken in TPWODL.**

**3.0 The Business Associates are required to:**

- a) Support and respect the protection of human rights and make sure that they are not complicit in human right abuses.
- b) Respect freedom of association and effective recognition of the right to collective bargaining.
- c) Not to resort to any form of forced and compulsory labour.
- d) Shall ensure abolition of child labour in his area of work.
- e) There is no discrimination in respect of employment and occupation in respect of his employees.
- f) Support precautionary approach to environmental challenges.
- g) Promote greater environmental responsibility by himself and his employees in his areas of work.
- h) Deploy and defuse environmental friendly technologies while carrying out the works.
- i) Work against corruptions in all its form including extortion and bribery by himself and his employees.

**4.0 The Business Associates are required to adhere to all applicable labour Laws with special reference to the following:**

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- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of TPWODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPWODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPWODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPWODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, while adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
  - i. Clearance for commencement (before start of the work).
  - ii. No Objection Certificate (after completion / before final settlement).
  - iii. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify TPWODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of TPWODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPWODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of

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TPWODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPWODL business.

**5.0 The 'Statutory Compliance Enforcement System' in TPWODL is detailed below for adherence by all concerned. Business Associate Cell (BA Cell) will be the process owner for implementation of the system with the help of concerned Engineer I/c or Officer I/c.**

- a) Statutory Compliance being a professed value in TPWODL Code of Conduct, the concerned Engineer / Officer in charges are requested to adhere to the provisions and advise respective Business Associates in their domain to comply in letter and spirit.
- b) Immediately after issuance of letter of intent, the authorized representative of the Business Associate will report to BA Cell for completion of statutory requirements.
- c) Normally, the work will be started only after 'Clearance for Commencement of Work (CCW)' is issued by BA Cell to the Business associate. However, in exceptional exigencies in engineer I/c / Officer I/c may direct the Business Associate to start the work and inform BA Cell about the same. Statutory requirements in this case may be completed in parallel.
- d) First monthly bill will be released only after producing CCW to the finance department. Similarly closure of work and final settlement will be affected after issuance of no objection certificate from BA Cell group.

**6.0 Requirements for 'Clearance for Commencement of Work' (CCW):**

- a) Submission of filled up Form 'A' for database (Annexure-1).
- b) Copy of PF Code allocation letter.
- c) Copy of ESI Code allocation letter.
- d) Submission of duly filled up Form IV CL(R&A) act (In case more than or equals to 20 workers during the period of contract).
- e) Submission of duly filled up Form VI A (Notice of Commencement).
- f) Copy of insurance cover note under WC Act 1923 (if applicable).
- g) Copy of Contract Agreement.
- h) Copy of indemnity bond (if applicable).
- i) Affidavit with regard to payment of wages through cheque / bank transfer only.

**7.0 Requirements during execution of work:**

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPWODL authorities.
- f) Certification of wage disbursement by authorized representative of TPWODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the workplace.

**8.0 Requirements for 'No Objection Certificate' (NOC) for closure of work:**

- a) Submission of duly filled up Form VI A (Notice of Completion).
- b) Copy of Half yearly / Annual return for ESI / PF / CL(R&A).

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- c) Consolidated copy of wage sheet of last month indicating full & final settlement of all dues like retrenchment benefit, bonus, leave encashment etc. Copy of individual declaration by employees in Form X regarding termination of employment.
- d) Confirmation certificate regarding filling up of form for transfer / withdrawal of PF by the concerned workers.

**In case any of the above are deviated / not complied with the Letter of Award/Order shall be liable to be withdrawn / cancelled.**

**Enclosure:**

- 1) Form A
- 2) Form X
- 3) Form XI
- 4) Form VI A
- 5) Form XXIV

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**FORM (A)**

**[To be submitted by the Business Associate to the Principal Employer within a week from LoA issuance]**

**A. Details of the Agency**

1. Name of Agency :
2. Nature of work :
3. Local Address with Ph.No. :  
(With Father's name) :
4. Permanent Address (Full) :
5. PF code no. & Place :
6. ESI Code no. & Place :
7. Name and address of :  
Sub-contractor (if any)

**B. Details of Work**

8. Name of work (as specified in LOI/LOA) :
9. LOI/LOA Nos. & Dates :
10. Period of contract (Specify Dates) :  
[Including Extension period, if any] :
11. Work Area [Department / Location] :
12. Name / Cell no. of Officer I/c :
13. Maximum No. of workers and staff to be engaged on any day during the year.
  - Supervisory Staff :
  - Workers :
14. Do you have any other contract in TPWODL : Yes/No  
If yes, furnish details:

15. Details of Workmen’s compensation Policy, if applicable

Name of Insurance Company .....  
 .....Policy No ..... Number of persons covered .....  
 Period of coverage: From ..... To .....

If no, I hereby undertake the liability arising out of Workmen’s Compensation Act and Rules made there under.

**C. Details of workers to be engaged**

**No. of Workers**

S. No.	Unskilled*	Semi-skilled*	Skilled*	Clerical / Supervisory

**\* Number to be indicated**

I/We shall fulfill all obligations arising from and under all relevant law in force from time to time. I/We undertake to keep the TPWODL indemnified against any loss or liability arising out of failure of my / our abiding the relevant laws.

The name of my / our representatives is ..... to enter the TPWODL Premises on my behalf.

**Date:**

**(Signature of the Business Associate  
 or his Authorized Representative)**

**This Business Associate is / will be engaged in TPWODL.**

**(Signature and seal of  
 Officer I/c of the Work)**

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**Form X**

**Undertaking**

I \_\_\_\_\_ hereby undertake that all the dues in respect of my employment with M/s \_\_\_\_\_ for the period of \_\_\_\_\_ to \_\_\_\_\_ have been settled and final payments including retrenchment benefit have been made to me in full.

( \_\_\_\_\_ )

\_\_\_\_\_

Date:

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**Form XI**

**Undertaking**

With reference to the contract job awarded by M/s TP Western Odisha Distribution Limited to M/s \_\_\_\_\_ vide work order No. \_\_\_\_\_ dated \_\_\_\_\_

I \_\_\_\_\_ on behalf of

M/s \_\_\_\_\_ hereby undertake:

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to

- i. wages/ salary
- ii. PF & ESI, Burla Labour Fund
- iii. All other statutory obligation

has been paid /settled in full and no amount/ compliance is due/ pending.

2. That in case any dispute / claim is raised by the concerned workers i.r.o. any dues / payments, M/s \_\_\_\_\_ will settle the same on its own and such liability will be borne by M/s \_\_\_\_\_

3. That M/s \_\_\_\_\_ hereby indemnify M/s TPWODL from any future liability i.r.o. any statutory obligation in respect of said contract.

Date:

\_\_\_\_\_  
( )  
Authorized Signatory

For M/s \_\_\_\_\_

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**FORM- VI A**

**Notice for Commencement /Completion of contract work**

I/We, Sh. / M/s \_\_\_\_\_ (Name and Address of the Contractor) hereby intimate that the contract work \_\_\_\_\_ (name of work) in establishment of the \_\_\_\_\_ (name and address of the Principal Employer) for \_\_\_\_\_ which License No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued to me/us by the Licensing Officer \_\_\_\_\_ (name of the Headquarters), has been commenced / completed with effect from \_\_\_\_\_ date / on date.

**Signature of Contractor**

**With Office Seal**

**The Inspector**

\_\_\_\_\_  
\_\_\_\_\_

**FORM XXIV**

[See Rule 82(1)]

***Return to be sent by the Contractor to the licensing Officer (in duplicate)***

Half -Yearly Ending \_\_\_\_\_

1. Name and address of the Contractor
2. Name and address of the Establishment
3. Name and address of the Principal Employer
4. Duration of Contract: From \_\_\_\_\_ to \_\_\_\_\_
5. No. of days during the half year on which
  - (a) the establishment of the principal employer had worked
  - (b) the contractor's establishment had worked
6. Maximum No. of contract labour employed on any day during the half -year:

Men	Women	Children	Total

7.
  - (i) Daily hours of work and spread over
  - (ii) (a) whether weekly holiday observed and on what day  
(b) if so, whether it was paid for
  - (iii) No. of man – hours of overtime worked

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_

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(iii) Drinking water : \_\_\_\_\_

(iv) Crèches : \_\_\_\_\_

(v) First Aid : \_\_\_\_\_

**Signature of contractor**

Place \_\_\_\_\_

Date \_\_\_\_\_

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**ANNEXURE – H**

**UNDERTAKING FOR COMPETENCE OF WORKMEN**

Name of Associate :

Tender No. :

Item :

With reference to the tender mentioned above, I/We \_\_\_\_\_,  
 hereby undertake that the workmen/ employee(s) engaged by M/s  
 \_\_\_\_\_ for the job against said tender shall be competent in all  
 respect, commensurate to the nature of job.

Date:

\_\_\_\_\_  
 ( )

Authorized Signatory

For M/s

Seal

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**ANNEXURE-I**

**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**

<b>Your Name</b>	
<b>Your Designation</b>	
<b>Your Organization</b>	
<b>Contact Nos.</b>	
<b>Email</b>	

*We once again thank you for your participation in this survey. Please spare 10 minutes to give your feedback on following pages (Section A to E)*

**SECTION - A**

(Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.).

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
1	You receive all relevant queries / tenders from us in timely manner.						
2	We provide you enough lead time to respond to our queries / tenders.						
3	We provide you adequate support (drawings, documents, clarifications, briefing etc.) to enable you meet our requirements.						
4	All following elements of our contract / purchase order are rational :						
4.1	Scope of Work						
4.2	Delivery / Execution Schedule						
4.3	Payment Terms						
4.4	Liquidated Damages						
4.5	Performance Guarantee						
5	Our purchase orders / contracts are simple, specific & easy to understand						
6	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/						

S. No.	Parameters	1	2	3	4	5	Remarks/ Suggestion
		Do Not Agree	Slightly in Agreement	In Fair Agreement	Mostly in Agreement	Fully Agree	
	material supplied						
11	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 (under development)						
13	Our approach for Inspection and Quality Assurance effective to expedite project completion?						
14	TPWODL never defaults on contractual terms						
15	In TPWODL Contracts closure is done within set time limit						
16	Our material receiving procedures are well defined and efficiently deployed to reduce mutual inconvenience						
17	Bank Guarantees are released in time bound manner						
18	Our processes related to payment / account settlement are effective.						
19	You get payments on time						
20	TPWODL Employees follow Ethical behavior						

**SECTION - B**

(Please rate the following parameters on a scale of 1 to 5, where 1 - Minimum; 5 - Maximum)

SN	Parameters	1	2	3	4	5	Remarks/ Suggestion
1	How do you rate courtesy/ empathy/ attitude level and warmth of TPWODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	Division / Sub-Division						
1.3	Projects/HOG						
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 <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPWODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPWODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						

**SECTION-C**

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

SNo	Parameters	Certainly NO	Probably NO	Probably YES	Certainly YES	Remarks/ Suggestion
1	Based on your experience with TPWODL, would you like to continue your relationship with TPWODL?					
2	If someone asks you about TPWODL, would you talk "positively" about TPWODL?					
3	Would you refer TPWODL name to others in your community, fraternity and society as a professional & dynamic organization?					

**SECTION - D**

**If we ask you to rate us on a scale of 1 to 10, how will you rate TPWODL, that truly represents your overall satisfaction with us (please tick appropriate box) -**

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

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### **SECTION – E**

Please ✓ mark in the relevant box and give your remarks / suggestions / information for our improvement.

Please spare your thoughts for TPWODL's improvement in particular areas of weaknesses, particularly relating to some great practices, attitudes that you have seen elsewhere in Indian and International Organizations, which you recommend TPWODL to adopt. Please give your valuable salient recommendations.

Please spare your thoughts for TPWODL's improvement in particular areas of major concerns for you. We also welcome your suggestions to adopt any best practices, attitudes that you have observed / experienced elsewhere in Indian/ International organization.

Recommendation	<i>Please tick (✓) your top 5 expectations out of the following 10 points listed below -</i>	
(Please list down improvement you expect from TPWODL)	<i>Timely payment</i>	
1	<i>Flexibility in Contracts/PO</i>	
	<i>Clarity in PO,s &amp; Contracts</i>	
2	<i>Timely response to quarries</i>	
	<i>Timely certification of works executed</i>	
3	<i>Clarity in Specs, drawings, other docs etc.</i>	
	<i>Adequate information provided on website for tender notification, parties qualified etc.</i>	
4	<i>Timely receipt of material at site for execution</i>	
	<i>Performance Guarantee/EMD released in time</i>	
5	<i>Inspection &amp; quality assurance support for timely job completion</i>	

We thank you for your time and courtesy!!

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## **ANNEXURE-J**

### **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 fair and transparent, TPWODL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

**The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:**

1. TPWODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPWODL will make every effort to make the bid process transparent. However, the award decision by TPWODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPWODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPWODL.
6. In case of intranet medium, TPWODL shall provide the infrastructure to bidders. Further, TPWODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be outrightly rejected by TPWODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPWODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by TPWODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**



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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 \_\_\_\_\_

**(Authorized 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 authorized 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-L**  
**CONTRACTOR SAFETY MANAGEMENT SYSTEM**

**1. OBJECTIVE**

The objective of the Contractor Safety Management System is to lay down clear guidelines for all Business Associates (including their associates, staff and agents) which would facilitate them to observe all statutory rules and regulations, comply with applicable standards of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010 & (safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, TPWODL Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

**2. SCOPE**

All contracts (minor and major) will be subject to the provisions of this document.

**Minor Contracts:** Contracts which satisfy all the criteria listed under the head "Minor Contracts".

**Major Contracts:** Contracts which satisfy any two or more criteria listed under the head "Major Contracts"

Criteria	Minor Contracts	Major Contracts
Value of Contract	< Rs. 1500000/- (less than Rs. Fifteen Lac)	>= Rs. 1500000/- (Equal or more than Rs. Fifteen Lac)
Period	Period less than 1 year	Any period
Working on energized electrical equipment	No	Yes
Working on height (above 1.8 Mtrs from ground)	No	Yes
Work involving construction activity	No	Yes
Working with hazardous goods or chemicals	No	Yes
Work involving danger to general public	No	Yes

**Note:** Exceptions for major and minor contract are – in house software development, supply of material or equipment but no direct or indirect installation of the same material, administration contracts (courier, water supply, printing, security, transport, etc.), minor civil work like plastering at ground level or flooring, etc. The facility management (housekeeping) contract will always be treated as a minor contract.

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### 3. INFORMATION REQUIRED AT TIME OF VENDOR REGISTRATION OR BEFORE COMMENCEMENT OF CONTRACT

- 3.1 Business Associate is required to fill the Safety Management System Questionnaire as per *annexure 1* and submit along with the vendor registration process / bid / tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.
- 3.2 Business Associate is required to take suitable risk control measures mentioned against the identified Hazards and Risk document provided for all contracts as per *annexure 2*. The primary objective of this is to evaluate the understanding of the BA towards risk mitigation and employment of safe work procedures. BA is required to conduct the Hazard identification and Risk Assessment study as per the procedure and deploy more or other measures if deemed necessary.
- 3.3 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

### 4. GENERAL SAFETY CONDITIONS REQUIRED TO BE FULFILLED BY BUSINESS ASSOCIATES

The requirements of the contractor safety management system applicable to the minor or major contracts related to various groups are as following –

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
- 4.2 Distribution Projects – *Annexure 3.2*
- 4.3 EHV Projects – *Annexure 3.3*
- 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
- 4.5 Civil / Generation Projects – *Annexure 3.5*
- 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AML, MRG, etc. – *Annex 3.6*
- 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*

1. Please note that hydra cranes used by any dept should be ACE Model No. FX 150 ACE SX 150, Escorts Model No. TRX 1550 or contemporary. Use of old generation hydra cranes like ACE 14XW or ACE 12 XW, etc are prohibited.

**(Details as per Annexure attached)**

**Note:** For minor contracts, the BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver all duties and responsibilities of Safety Supervisor as detailed in this document.

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPWODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the concerned official of TPWODL before deployment in the field. BA Cell shall recommend the suitability after competency checked by Engineer In-charge and SAFETY group (or his representative) of TPWODL. After getting the clearance from concerned official, BA cell and receiving temporary I-card issued by TPWODL, Business Associate shall commence the working.

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPWODL. **BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPWODL work site. BA needs to ensure**

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**that Safety representative is available at all points of time; failing which the work being carried out in the interim (period when Safety representative is not available) shall be treated as working under improper supervision and due penal provisions shall be initiated against the BA.** BA will be required to provide all applicable infrastructure and power to ensure smooth working of the safety representative to maintain a sound safety management system. **In all contracts safety representative will not be assigned any other activity at site apart from the works related to safety management. The duties are detailed in clause 5.5 of this document.** TPWODL will be auditing the facilities provided to the BA's safety team time to time.

The Safety Representative of the BA shall be required to meet and follow the instructions of the Engineer In-charge and SAFETY Group of TPWODL. He shall be responsible for providing the MIS and/or any other relevant information, as and when desired, within the stipulated time frame as per the requirements of TPWODL. Any non-conformance to safety will lead to the negative marking or issue of safety violation challan/ tokens which shall affect the monthly evaluation and performance of BA.

All contracts where BA has to depute vehicle for their staff and equipment to move from one location to other, the BA shall ensure that vehicle complies all required statutory clearances and requirement as per The Motor Vehicle Act, 1988 as well as TPWODL Road Safety Policy and are in good & safe state of working.

## **5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL**

Qualification and experience required for the safety and site personnel are as following:

**5.1 Safety Supervisor:** It is mandatory that educational qualification of safety supervisor be ITI (of relevant trade) / Diploma (Any branch of engineering) and he has a working experience on electrical system / relevant field of work at least 5 yrs for ITI and 3 years for Diploma holder. Having formal experience of the safety systems will be an added advantage

**5.2 Safety Engineer:** It is mandatory that educational qualification of safety engineer be at least Diploma (relevant branch) and he has working experience on electrical system of at least 3 yrs. Having the formal experience of the safety systems will be an added advantage.

**5.3 Safety Manager:** The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

However, clause 5.1, 5.2 and 5.3 are not applicable for minor contracts. In such cases, BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver required duties of Safety Representative (as per clause 5.5) in addition to other duties without diluting the importance of safety.

**5.4 Site Skilled Personnel:** For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of Western Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010. Persons holding valid approvals only by any Government approved agency or a competency assessment panel or a team set up by TPWODL

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shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, EHV Projects, maintenance of Sub-Transmission Network, MMG & EAG, maintenance and operation of streetlights, shall preferably have at least 20 per cent of ITI qualified electricians in the first year of the contract. This figure shall preferably be incremented by 15 per cent every subsequent year.

*Note: For the competency assessment may please refer the work instructions. An employee shall have to necessarily undergo the competency assessment check once in every eighteen months.*

#### 5.5 Requirements from the Safety Representative(s) of the Business Associate:

- 5.5.1 Safety training of 2 hrs/employee/month and one day of safety induction training to all new employees joining the BA will be conducted by the BA as per Safety training modules of TPWODL.
- 5.5.2 Safety Talk / toolbox talk before start of shift to BA employees.
- 5.5.3 Ensuring the availability & proper usage of the standard safety equipment (PPE)
- 5.5.4 Periodic inspection of PPE to ensure their serviceability and maintaining the 10% buffer stock of standard PPEs.
- 5.5.5 Ensuring the adherence to standard operating procedures of TPWODL as mentioned in TPWODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPWODL
- 5.5.7 Working in close coordination SAFETY Group of TPWODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and SAFETY Group of TPWODL immediately after its occurrence.
- 5.5.9 Regular HIRA at site and comply the control measures as stated in the detailed HIRA as per the *annexure 2*. Also, deployment of JSA based checklist shall be ensured.
- 5.5.10 Ensuring compliance with safety and other laws as may be applicable and providing for safety assurance.

#### 5.6 Training and Syllabus: The BA shall not deploy any person at workplace / site or send newly recruited personnel directly to concerned official for competency assessment without Safety Induction Training.

5.6.1 All new BA employees have to necessarily undergo one and half days Safety training and Competency assessment at training centre of BA cell. This training will be conducted once in a week. After the completion of Safety training & Competency assessment I-card will be issued to all competent BA employees

5.6.2 BA is expected to initially train and judge the capability of the workman at his own end before further recommending the workmen for Competency assessment. If any BA workman sent for competency assessment. In case any BA workman fails in the Competency test at concerned official, it will be deemed that BA has not imparted sufficient training at his end and actual cost of training ₹ 7500/ BA employee/ failed attempt will be recovered.

5.6.3 The workers who have imparted Safety Training and issued I-Cards of TPWODL, are not deployed at TPWODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPWODL by the BA, in that case Management reserves the rights to intervene and recover the actual cost of training i.e. ₹ 7500/BA employee. (*Exempted for attrition rate of BA workers less than or equal to 10% of total workforce deployed at TPWODL*)

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5.7 It is desired that Safety representative of the BA to impart the general safety training to each employee of duration 2 hrs per month. The training will be organized at BA level and the record to be sent to engineer in-charge and SAFETY group of TPWODL every month. Please refer schedule and syllabus in *annexure 6*.

**List of Personal Protective Equipment (PPE) and Maintenance schedule:** BA shall commence the project or any work only when the required PPE are made available to the team of employees involved in the work. Each PPE of BA shall be checked / inspected by the safety representative / supervisor at zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If TPWODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPWODL reserves the rights to stop the work and call the BA to provide appropriate PPEs at the risk. If the BA fails to provide the required PPEs at the risk then the same shall be provided by TPWODL at the actual cost of the PPE. The amount shall be charged to BA and same shall be first recovered from the current bill of BA or any future payment to be made to BA. In the event of any balance amount still left for recovery, the same shall be adjusted against retention amount or by invoking bank guarantee submitted by BA.

**5.8 Safety Audit / Inspection & HIRA:** The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the *annexure 8*. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) as per *annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

- Engineering Control
- Management Control, and
- Personal Protective Equipment.

The safety representative of BA shall inform and educate for the identified risk and hazard control methods to employees, supervisor and engineer as well as the engineer in-charge and SAFETY group of TPWODL.

**5.9 Safety Performance and Safety MIS:** The BA shall maintain good practice of safety all through the contract duration. Safety shall always be of paramount importance during the contract period. Safety performance will be monitored on yearly basis throughout the period and no relaxation will be given for bad performance. BA with good track record and excellent performance will be rewarded suitably as per clause 6.0 of this document. The BA has to provide monthly “Performance Report – Safety” to engineer in-charge and SAFETY group TPWODL this shall be part of monthly bill along with training details. Performa of the report is enclosed as *annexure 9*.

**5.10 Pre – Employment Medical Check-up and Fitness of employees engaged for the critical works:** The BA shall submit the health fitness certificate for all those workers involved in climbing the pole or working at height for following diseases:

5.10.2 Epilepsy

- 5.10.3 Colour blindness
- 5.10.4 Deafness
- 5.10.5 Vertigo & height phobia

Every year BA will give an undertaking stating that all the employees are fit to work and have not developed aforesaid diseases. The Record of such medical check-ups shall be submitted to BA Cell before issue of temporary identity card. The records shall be maintained at BA Cell. All such medical check-ups shall be repeated once in a year for all workers involved in climbing the pole or working on electrical network.

## 6. REWARD AND PUNITIVE MEASURES

**6.1** To support the enforcement of good SHE & DM practices by the Business Associate and to eliminate repeated or continuing safety violations, use of appropriate reward and punitive measures shall be made. Each unsafe act or violation of the safety guidelines as described in the Safety Manual of the TPWODL will be audit criteria of this system. Broadly the measures identified are following:

- 6.1.1 Working without PPE/ Safety Gadgets
- 6.1.2 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.3 Working without creation of effective safety zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPWODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

### 6.2 Measures of Reward and Punitive Measures

The Engineer In-Charge, NSO, SC, ASOs, CSI / SIs and SHE &DM group will conduct the surprise audits of the work / project and if any non-conformance is found the same will be booked and entered in the format "Safety Violation Record" *annexure 10*. The flow of the information is given below:

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPWODL official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). <i>(Automatically generated if Site audit done through Mobile App.)</i>	SAFETY Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the current bill of the BA,	Engineer In-charge

<i>if any.</i>	
↓	
HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted.	SAFETY Group
↓	
The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees.	SAFETY Group with approval of CFO/Chief (O & S) /CEO&MD

The safety violations have been rated from 1 to 5 (figure 6.3) as per the gravity of the violation. If the same violation is repeated it may escalate into a higher penalty. If a particular Business Associate employee violates safety norms three times, he shall not be allowed to work in TPWODL for a period of one year from the date of the 3<sup>rd</sup> violation.

### 6.3 Safety Violation Escalation Matrix

#### 6.3.1

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	A	B	C	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	A	B	C	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	A	B	C	D	
5	Violation of SOP/ WI	B	C	D	E	
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.	
A	Warning letter	Engineer Incharge	Nil			
B	Levy of Penalty	Engineer Incharge	2,000			
C	Memo to BA & Levy of Penalty	Head of Group	4,000			
D	Memo to BA & Levy of Penalty	Head of Department	10,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1a)-Penalty Matrix for Safety violation (Applicable for Minor Contracts)

Consequence of Safety Violation Observed (Not related to Incident/ Accident)		Violation				Subsequent Violations
S.No.	Safety Violation	1st	2nd	3rd	4th	
1	Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.)	B	C	D	D	Will attract the same penalty as applicable in the 4th violation.
2	Improper Working at Height	B	C	D	D	
3	Working without proper tools and tackles	A	B	C	D	
4	Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper	B	C	D	E	
5	Violation of SOP/ WI	C	D	E		
6	Working without adherence to PTW process or authorization/ Safety Zone	C	D	E		
Legend	Action to be taken	Responsibility	Penalty Amount (in Rs.)		The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.	
A	Levy of Penalty	Engineer Incharge	5,000			
B	Memo to BA & Levy of Penalty	Engineer Incharge	10,000			
C	Memo to BA & Levy of Penalty	Head of Group	25,000			
D	Memo to BA & Levy of Penalty	Head of Department	50,000			
E	Memo to BA, Levy of Penalty and termination of Contract	Head of Department	1,00,000			

Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to GM/ Sr. GM level) and further, *if required*, continuation / extension of contract will only be initiated by Functional Chief / Head of the department (equivalent to Sr. GM / Chief level) and approved by CEO & MD. Till the extension, the contract will remain suspended.

TPWODL encourages the reportage of the safety violation during the contract work by BA. Any TPWODL employee can register a safety violation against the BA in the “Safety Violation Form” *annexure 10*. Initially the observer has to fill the form and handover the counterfoil (lower portion) of the document to the supervisor of the BA, inform the site engineer of TPWODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

Consequence Of an Incident / Accident (In case of <b>MAJOR</b> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>F</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less then 48 Hrs)	<b>F</b>	<b>G</b>	<b>G</b>	<b>H</b>	
3	Major injury (Bone injury or burn or Hospitalization more then 48 Hrs)	<b>G</b>	<b>G</b>	<b>H</b>	<b>I</b>	
4	Single fatality	<b>J</b>	<b>K</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>K</b>				
Legend	Action to be taken	Responsibility	Penalty (in Rs.)	<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>		
<b>F</b>	Memo to BA and levy of penalty	Engineer Incharge	5,000/-			
<b>G</b>	Memo to BA and levy of penalty	Head of Group	20,000/-			
<b>H</b>	Memo to BA and levy of penalty	Head of Group	50,000/-			
<b>I</b>	Memo to BA and levy of penalty	Head of Department	2,00,000/-			
<b>J</b>	Memo to BA and levy of penalty	Head of Department	5,00,000/-			
<b>K</b>	Memo to BA, levy of penalty, termination of contract and black listing of BA	Functional Head	10,00,000/-			

**Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts**

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

Consequence Of an Incident / Accident (In case of <b>MINOR</b> contract)		Incident / Accident				Action Required
Sl. No	Type of the injury	1st	2nd	3rd	4th	
1	Slight injury (First Aid Case)	<b>L</b> (Strengthening of process through continuous improvement in the work procedure)				Take risk reduction measures
2	Minor injury (No or Hospitalization less than 48 Hrs)	<b>L</b>	<b>M</b>	<b>M</b>	<b>N</b>	
3	Major injury (Bone injury or burn or Hospitalization more than 48 Hrs)	<b>M</b>	<b>M</b>	<b>N</b>	<b>O</b>	
4	Single fatality	<b>P</b>	<b>Q</b>			Intolerable
5	Multiple fatalities (Two or more fatalities during one event)	<b>Q</b>				
Legend	Action to be taken	Responsibility	Penalty (in Rs.)	<i>The number of violations are to be calculated cumulatively over the contract period and not on monthly basis.</i>		
<b>L</b>	Memo to BA and levy of penalty	Engineer Incharge	5,000/-			
<b>M</b>	Memo to BA and levy of penalty	Engineer Incharge	10,000/-			
<b>N</b>	Memo to BA and levy of penalty	Head of Group	25,000/-			
<b>O</b>	Memo to BA and levy of penalty	Head of Department	1,00,000/-			
<b>P</b>	Memo to BA and levy of penalty	Head of Department	3,00,000/-			
<b>Q</b>	Memo to BA, levy of penalty, termination of contract and black listing of the BA	Functional Head	5,00,000/-			

**Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts**

(For example: In minor contracts, if a worker meets with a non-fatal accident say bone injury (Cat. 3) where he was hospitalized for more than 48 hrs then a penalty of amount Rs. 10,000/-, will be charged from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 25,000/- on subsequent incidents as per the above matrix.)

In case of single or multiple fatalities described under legends J&K of 6.3(2) and P&Q of 6.3(3), the concerned BA may be debarred from extension of contract or participate in new contract. In such event the approval of Chief (O & S) will be necessary for extension or award of new contract to concerned BA.

### 6.3.2 COMPENSATION FOR BA PERSONNEL

In the event of any untoward incident/ accident, the Business Associate shall ensure prompt medical assistance such as treatment, sickness benefit, etc. is provided to the victim(s) as per the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable. Also, the BA will be required to take adequate measures for compensating the victim(s) or his/her/their kin as follows:

**Group Personal Accident (GPA) policy coverage of ₹ 15 Lacs to be taken by the respective BAs.**

i. It is mandatorily required to take the GPA policy coverage of ₹ 15 Lacs by the BA for his employees from a reputed insurance agency.

ii. TPWODL HR department will be the overall process owner and BA shall be required to coordinate with TPWODL HR department for policy implementation immediately post receipt of LOI / Work Order.

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## **I. For Death or Permanent / Total Disablement**

The BA shall take an insurance coverage of at least Rs. 15 lakhs for each engaged employee, to cover any incidence of Death or Permanent / Total Disablement (Permanent/Total Disability shall be considered as defined under Employees' Compensation Act, 1923). In the event of any such unfortunate incident, the BA would ensure that adequate compensation is paid immediately to the family of the victim(s) from his own resources. This compensation shall be covered under the insurance policy subscribed by the BA mentioned earlier and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.

## **II. For Permanent Partial Disablement and Temporary Total Disablement**

The compensation in this case will be as per provisions of the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable.

Accordingly, the BA shall obtain a suitable Insurance Policy on award of Contract and submit documentary evidence of the policy to the BA Cell before commencement of work. The BA shall ensure that the Insurance policy is active at all times and all employees are covered in all respects till the conclusion of contract period or till working with TPWODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 15 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

**6.3.3** TPWODL rewards the BA with good track record of safety management. It is proposed that BA complying with Contractors Safety Management, Safety Manual and Safety process will be rewarded suitably as per the procedure, rule and regulations of the TPWODL. In any case major accident is reported during an assessment period BA will not be eligible for this reward scheme. Assessment of contracts will be once in year. Generally, the assessment cycle is calendar year and guidelines will be declared time to time.

### **Abbreviations Used in the Document**

TPWODL	TP Western Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster

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	Management
MMG	Meter Management Group
EAG	Energy Audit Group
PPE	Personal Protective Equipment
SOP	Standard Operating Procedures
CSI/SI	Circle Safety In-charge / Safety In-charge
ASO	Area Safety Officer
NSO	Nodal Safety Officer
SC	Safety Coordinator
HoG / HoD	Head of Group / Head of Department
AGM / GM / VP	Assistant General Manager / General Manager / Vice President
CFO / Chief (O & S)/ CEO & MD	Chief Finance Officer / Chief (Operating & Safety) / Chief Executive Officer & Managing Director
COS	Corporate Operation Services
CAP	Centralized Account Payable System
PTW	Permit To Work
GCC	General Conditions of Contract.

- END -

**Annexure 1 (Refer Para 3.1)**

***Business Associate Safety Management System Questionnaire***

Certification				
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.				
Company Name:				
Turnover and experience:		Name of top officer:		
Date:		Position		
Contract Details				
Contract Name		Contract Number:		
Business Associates Safety Management System Questionnaire	Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>				
- <b>Is there a written company Safety policy?</b> - If yes provide a copy of the policy, if No please refer Note 1.	1			
- <b>Does the company have an Safety Management system</b> - If yes provide details, if No please refer Note 1.	1			
- <b>Is there a company Safety Management System manual or plan?</b> - If yes provide a copy of the content page(s), if No please refer Note 1.	2			
- <b>Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b> - If yes provide details, if No please refer Note 1.	2			
<i>Safe Work Practices and Procedures</i>				
- <b>Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b> - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.	1			

Certification				
- Comments				
- <b>Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
- <b>Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
- <b>Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			
- <b>Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
- <b>Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				
- <b>Is there an officer / supervisor responsible for monitoring workplace / worksite safety?</b>	1			

Certification				
- If yes provide details				
<i>Safety Performance Monitoring</i>				
- <b>Are employees regularly provided with information on company health and safety performance?</b> - If yes provide details	1			
- <b>Has the company ever been convicted of an occupational health and safety offence?</b> - If yes provide details	NO Marks (Negative mark ONE for each case)			
- Has there been any major accident of employee at TPWODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPWODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
<i>Company Reference</i>				
1. Name of company 2. Name of company				

**Note**

1: If company does not have formal procedure on Safety Management System than vendor may submit proposed Safety road map along with safety action plan and brief safety policy on his letter head signed by head of the organization.

2: The vendor may submit the same in the Safety Action Plan.

3: The vendor may utilize the same format of TPWODL or on request SAFETY group will assist the vendor in developing the audit system. For other points also vendor may take the assistance of SAFETY group for development of Safety management system.

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*4: The vendor may submit the Safety Improvement Plan and Safety Action Plan for his employees based on following points.*

- i. Action plan for enhancing safety awareness*
- ii. Action plan for safety training of employee*
- iii. Action plan for increasing safety audit in field*
- iv. Action plan for provision and utilization of safety PPE.*
- v. Action plan for fatality reduction.*
- vi. Action plan for enhanced supervision at site*
- vii. Action plan for making employee more responsible and accountable for safety.*
- viii. Action plan for availability and utilization of all required tool and equipment.*
- ix. Safety Improvement done in last two years, specially highlighting those which have been taken after the fatal accident along with results.*
- x. Safety initiatives planed or started recently.*
- xi. Any other point.*

*Based on above points and documentary evidences vendor will be required to submit a detailed report in support of his bid. The bid evaluation committee and competent authority will scrutinize the facts and the evidence submitted. If found satisfactory competent authority i.e. CTO may accord his approval for bid opening otherwise his tender shall be disqualified.*

**Annexure 2 (Refer Para 3.2 and 5.8)**

***Risk Assessment Form***

Business Associate:
Scope of the work:
BA's Representative:
Telephone:
Signature:
Date:

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working at Height	Fall from height	2	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use appropriate ladder</li> <li>3. Use full body safety harness having double lanyard.</li> <li>4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Refer Work instruction related to Working at Height for other details</li> <li>8. Use of metal scaffold to be ensured in height work (cup lock type)</li> <li>9. Deploy competent workforce who are medically fit</li> </ol>

Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>
Excavation / Civil work	Collapse of soil, fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> <li>1. Mandatory compliance of TPWODL Road Safety policy</li> </ol>

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Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
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*Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.*

**Guidelines for filling the Risk Assessment Form**

- *Specific Task/Activity* - The documentation of each major task associated with the contract.
- *Potential Hazards* - The identification of hazards associated with each activity or task to be carried out.
- *Class of Risk* - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- *Control Measure* - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

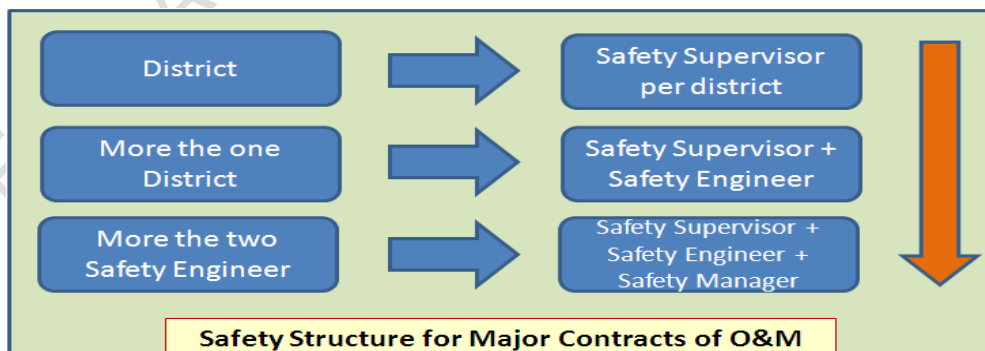
GENERAL CONDITIONS OF CONTRACT

### Annexure 3.1 (Refer Para 4.0)

#### General Safety Conditions for the Maintenance of Distribution Network Contracts:

A BA awarded a contract (O&M) work of maintenance of distribution network will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.

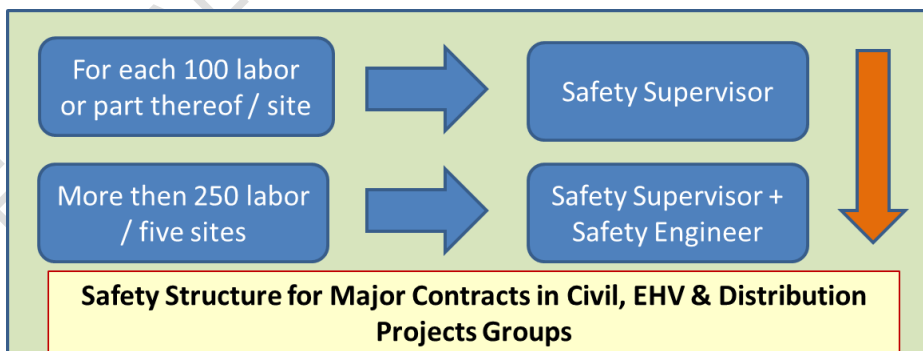


**Annexure 3.2 (Refer Para 4.0)**

**General Safety Conditions for the Distribution Projects Major Contracts:**

A BA awarded a major contract work of TS&P in area of a circle will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.

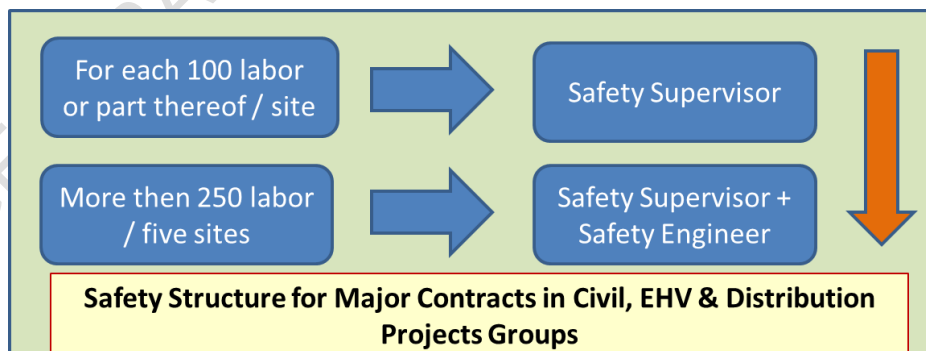


### Annexure 3.3 (Refer Para 4.0)

#### General Safety Conditions for the major EHV Projects Contracts:

A BA awarded a major contract work of EHV projects will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPWODL Safety Manual for details.



### Annexure 3.4 (Refer Para 4.0)

#### General Safety Conditions for the Maintenance of Sub – Transmission Network Contracts:

A BA awarded a major contract work of maintenance of sub – transmission network in area of a power system will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



**Annexure 3.5 (Refer Para 4.0)**

**General Safety Conditions for the major contract work in Civil / Generation Projects:**

A BA awarded a major contract work of / in civil or Generation project will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce up to 100 at site) / a safety engineer (for workforce up to 250 at site) / safety manager (for more than two safety engineers) for managing a complete safety management system at the project site. In case the BA has been awarded more than one major contracts, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPWODL Safety Manual for details.

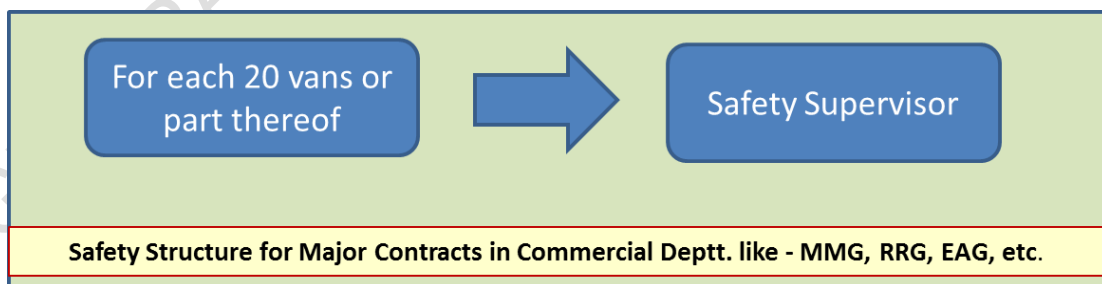


**Annexure 3.6 (Refer Para 4.0)**

**General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:**

A BA awarded a major contract work in meter management group & energy auditing group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



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**Annexure 3.7 (Refer Para 4.0)**

**General Safety Conditions for the major contract work in O&M of street light group:**

A BA awarded a major contract work in operation and maintenance of street light group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



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**Annexure 4 (Refer Para 3.3)**

**Safety Undertaking by way of Affidavit**

I \_\_\_\_\_ s/o \_\_\_\_\_ R/o \_\_\_\_\_ (AUTHORIZED REPRESENTATIVE/PARTNER/DIRECTOR/PROPRIETOR ) of M/S \_\_\_\_\_ (name of company/firm)\_\_\_ having its office at (Complete address of Company), authorized vide power of attorney dated -----/Board resolution dated----/letter of authority dated----, hereinafter referred to as **Contractor [or Business Associate (BA)]** which expression shall, unless it be repugnant to or inconsistent with the meaning or context thereof, be deemed to include its heirs, executors, administrators, and assigns do hereby affirm and undertake as under :

1. The present undertaking shall remain in force from the date of execution of contract awarded by TPWODL and shall be valid till the date of termination of the said contract by either parties. The undertaking is binding on me (contractor) as well as my sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by The TP Western Odisha Distribution Limited (TPWODL) so as enable TPWODL to achieve its goal of Zero On site incidences.
3. That the Contractor shall be fully responsible for ensuring occupational health and safety of its employees, representatives, agents as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by TPWODL specifically. , failing which TPWODL shall be entitled, but not obliged, to provide the same and recover the actual cost thereof from the Contractor's payments.
5. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.
6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.

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7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPWODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPWODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold TPWODL / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by TPWODL or to which TPWODL might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor /Subcontractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by TPWODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

#### DEPONENT VERIFICATION

Verified at Sambalpur on this \_Day of \_\_\_\_\_20\_\_ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

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**Annexure 5 (Refer Para 5.4)**

**SKILL / QUALIFICATION REQUIRED FOR ELECTRICIAN AND ELECTRICAL SUPERVISOR**

**Skill / Qualifications Required for Electrician (*Certificate of Competency Class-II*):**

1. Formal education in ITI – Wireman/ Electrician trade.  
OR
2. Working experience of minimum three years of practical wiring.  
OR
3. Have completed three years apprenticeship course through Apprenticeship Advisor, Govt. of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

**Skill / Qualifications Required for Electrical Supervisor (*Certificate of Competency Class-I*):**

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.  
OR
2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.  
AND  
Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively  
OR
3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

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## **Annexure 6 (Refer Para 5.6)**

### **Training Module for BAs Worker & Supervisor**

#### **Training for BA Supervisor**

**Duration – 02 Hrs / Month**

**Methodology:** Lecture and Practical Demonstration of Safety Zone Creation

#### **Session: 1**

**Topic:** Electrical Safety Aspects

#### **Sub Topics:**

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance:
  - Planning of the maintenance job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor of the TPWODL
  - Identification of Risks associated with the maintenance work and planning for controlling measures by TPWODL supervisor
  - Creation of safety zone by TPWODL supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
  - Start of the work – Right person for the right job
  - Alert supervision
  - Completion of the job – Check points
  - Energization of network
  - Actions to be taken in case of some accident

#### **Session: 2**

**Topic:** Use of Electrical Testing Equipment

**Methodology:** Lecture and Practical Demonstration

#### **Sub Topics:**

1. Meggar, Hi Pot, Clamp On Meter, Neon Tester, Discharge Rod, Line tester etc.

#### **Session: 3**

**Topic:** Awareness of Electrical Safety Aspects

- A. Understanding the need of this Training and Safety
- B. Learning specifics of HT & LT Network
- C. Major type of work to be carried out in zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
  - Planning of the job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor
  - Permit to Work
  - Safety Tagging and Lock Out Tag out

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- Identification of Risks associated with the work to be carried out and planning for controlling measures by proper supervision
- Concept of “**Safety Zone**”
- Identification and use of Neon Tester, Shorting Chain, Clamp on Meter, Hi Pot, Meggar etc.
- Completion of the job – Check points
- Accident Theory & Incident Reporting
- Actions to be taken in case of some accident

#### **Session: 4**

**Topic: Identification, Demonstration and Usages of Tools, PPEs and other Safety Gears and demonstration of working on HT pole**

#### **Session: 5**

**Topic: Practical demonstration of Safety Zone creation**

### **FREQUENCY**

#### **Regular Safety Training Program**

- It will be conducted for all field & supervisor staff of BA in such a manner that all BA Personnel attend at least two hours safety training during every month.

#### **One Day Induction Safety Training Programs:**

- This training will be for the new BA's personnel, who have been cleared by the Cross Functional Panel to undergo Safety training and who are likely to be deployed at various work sites of TPWODL by the BA, as a part of AMC / Work Contract.

#### **Duration / Periodicity:**

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPWODL.

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**Annexure 7 (Refer Para 5.7)**



**LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY**

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C)  Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech )  Joseph Leslie  Accent Industries  Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech)  Joseph Leslie  Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech )  Joseph Leslie  Accent Industries  Honeywell
06	Fireproof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPWODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

**Note:**

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPWODL.
3. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / EN standards.
5. TPWODL may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations. Refer picture of each PPE given in next page.

**Pictures of PPE for reference purpose.**

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358: 2000 IS: 3521:1991/2002	

04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fireproof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPWODL standard	
08	Reflective jacket to each workman	As per TPWODL standard	

*Note: Picture shown are for indicative purpose only. Actual product may differ.*

**Annexure 8 (Refer Para 5.8) LIST OF AUDITS TO BE CONDUCTED**

Audits	Responsibility	Freq.	Ref. Doc.
Permit to Work & Field Audit	BA Safety Representative	Weekly	F04 (COR P - 12)
Tool Bag & PPE's Audit		Weekly	F06 (COR P - 12)
First Aid Box Maintenance Record		Fortnightly	F08 (COR P - 12)
Fire Extinguisher Record <i>(Applicable for the BA involved in major construction works and have storage of flammable material at worksite)</i>		Monthly	F09 (COR P - 12)
Safety Talk Register		Weekly	F18 (COR P - 12)
Site Safety Audit		Daily	F29A (COR P - 12)

Note:

1. (BA Safety Representative has to use the formats as per Safety process COR – P – 12 of TPWODL)

**Annexure 9 (Refer Para 5.9)**

**PERFORMANCE REPORT – SAFETY**

**FOR THE MONTH OF.....**

Name of BA: .....

Name of the Project and Purchase order No: .....

Date of commencement of work: .....

Man Hour Worked in this month (No. of employees X 8 Hrs + Overtime): .....

Cumulative Man Hour worked: .....

Total Number of Minor Injury (this month): ..... Minor Injury (Total) .....

Major Injury (this month): ..... Major Injury (Total): .....

Detail of the Incident / Sub Standard Acts and Condition

Activity	This Month	Cumulative (Total)	Day Lost (this month)	Days Lost (Cumulative)
No. of the Incident				
No. of lost time injuries				
No. of dangerous occurrences				
No. of near miss reported				
Substandard Act/Conditions observed			Attach details of observation of this month	
Safety Violation Notice received (from TPWODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPWODL.	
	Rs.	Rs.		

*Note: Cumulative means total from date of commencement of work according to the contract.*

Detail of the Accident / Near Miss Incidents:

Date and Time	Type of the incident	Name of Employee	Brief Description	Corrective and Preventive actions recommended

Details of the Safety Violations:

Date and Location	Brief Description	Name of employee involved	Action Taken

Detail of the Safety Talk / Toolbox Talk / Safety Training

Date and Location	Topic (s)	Total Number of employees (Worker / Supervisor)	Number of participants (Worker / Supervisor)

Detail of the Safety Meeting

Date and Location	Number of participants	Topics discussed	Major Observations / Innovation

Detail of the Safety Inspection /Audit: (as per TPWODL site audit checklist F29A(COR-P-12))

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participations

Signature of the BA Safety Representative  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

*Note: The original form to be deposited with Engineer in-charge and a copy to SAFETY group on or before 5<sup>th</sup> of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.*

*BA may include additional lines if required. The TPWODL may revise the format as and when deemed required.*

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**ANNEXURE-M**  
**VENDOR APPRAISAL FORM**

<b>TO BE SUBMITTED BY VENDOR (To be filled as applicable)</b>			
<b>VENDOR:</b>			
<b>1.0</b>	<b>DETAILS OF THE FIRM</b>		
	1.1	NAME (IN CAPITAL LETTERS)	:
	1.2	TYPE OF CONCERN (PROPRIETARY) Partnership, Pvt. Ltd., Public Ltd. etc.	:
	1.3	YEAR OF ESTABLISHMENT	:
	1.4	LOCATION OF OFFICE POSTAL ADDRESS TELEGRAPHIC ADDRESSES, TELEX NO. FAX NO.	:
	1.5	LOCATION OF MANUFACTURING UNITS	:
		i) UNITS 1	:
		ii) OTHER UNITS	:
<b>2.0</b>	<b>PRODUCTS MANUFACTURED</b>		
<b>3.0</b>	<b>TURNOVER DURING THE LAST 3 YEARS (TO BE VERIFIED WITH THE LATEST PROFIT &amp; LOSS STATEMENT).</b>		
<b>4.0</b>	<b>VALUE OF FIXED ASSETS</b>		
<b>5.0</b>	<b>NAME &amp; ADDRESS OF THE BANKERS</b>		
<b>6.0</b>	<b>BANK GUARANTEE LIMIT</b>		
<b>7.0</b>	<b>CREDIT LIMIT</b>		
<b>8.0</b>	<b>TECHNICAL</b>		
	8.1	NO. OF DESIGN ENGINEERS (INDICATE NO. OF YEARS EXPERIENCE IN RELATED FIELDS)	:
	8.2	NO. OF DRAUGHTSMEN	:
	8.3	COLLABORATION DETAILS (IF ANY)	:
		8.3.1 DATE OF COLLABORATION	:
		8.3.2 NAME OF COLLABORATOR	:
		8.3.3 RBI APPROVAL DETAILS	:

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		8.3.4 EXPERIENCE LIST OF COLLABORATORS	:
		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILISED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:

	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:
	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC. (AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNISED 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	:
<b>11.0</b>	<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>		
<b>12.0</b>	<b>SALES, SERVICE AND SITE ORGANISATIONAL DETAILS</b>		
<b>13.0</b>	<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>		

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14.0	<b>POWER SITUATION</b>	:
15.0	<b>LABOUR SITUATION</b>	:
16.0 *	<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>	
17.0	<b>ORGANIZATIONAL DETAILS</b> 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
18.0	<b>DOCUMENTS TO BE ENCLOSED:</b> 1. FACTORY LICENSE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GST Registration No	

\* 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.**

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**ANNEXURE-N**

**MANUFACTURER AUTHORIZATION FORM**

*(To be submitted on OEM's Letter Head)*

Date: .....

Tender Enquiry No.: .....

To,  
Chief (Procurement & Stores)  
TP Western Odisha Distribution Limited,  
Burla, Sambalpur

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

