

Centralized Contract Group (CCG)

Tender no. TPCODL / CCG / 26-27 / 1000011943

Open Tender Notification

For

**Purchase Order of Low Voltage Outage Aggregator (LOA) at
TPCODL**

Tender Enquiry No.: TPCODL/CCG/26-27 / 1000011943

Due Date for Bid Submission: 25-08-2026 (17-00 Hrs.)

**Centralized Contracts Group
TP Odisha DISCOMs
1st Floor, Anuj Building, Plot No. 29, Satya Nagar,
Bhubaneswar – 751007**

**TPCODL TPNODL TPSODL TPWODL
(A Joint Venture of Tata Power and Odisha Government)**

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Centralized Contracts Group (CCG)

The Centralized Contracts Group (CCG) is a shared service group of four TP 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 / 1000011943	Purchase Order (PO) for SITC of Low Voltage Outage Aggregator (LOA) at TPCODL.	2,00,000/-	5,000/-	31-07-2026 (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

TP Central Odisha Distribution Limited (TPCODL) is a distribution company that provides electric service to Central Part of the Odisha Covering major places Bhubaneswar, Cuttak & Puri. TPCODL serves a customer base of about 3 million in an area that spans 30000 square kilometers. TPCODL is leading in implementing power distribution reforms in the capital and adjoining cities of Odisha. TPCODL has significantly reduced its Aggregate Technical & Commercial (AT&C) losses significantly in its licensee area. The reduction in loss levels and subsequent major improvement of the reliability of its network has been achieved due to implementation of new technologies & innovative systems into its distribution framework. TPCODL has implemented Advanced Metering Infrastructure (AMI) solutions for approx. 8 Lacs consumers & has a plan to scale it up. TPCODL has also implemented Advanced Distribution Management System (ADMS) covering SCADA, DMS and OMS modules.

ADMS (Advanced Distribution Management System) comprising SCADA, OMS, DMS systems are mission critical, real-time control & decision support platform designed to monitor, protect, operate & restore HV/MV network (33 KV/22 KV/11 KV). OMS is in advanced stage of its deployment integrated with GIS.

However, large number of Outage Events triggered from multiple sources at real time (as given below) impacts unnecessary load on ADMS resulting into performance degradation:

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- As AMI infrastructure grows, an outage at DTR level, PTR level or feeder level may result in thousands of last gasp events as well as low/high voltage events in short span of time. While there is only one outage incident at particular Network Element level which needs field intervention, ADMS gets flooded with such events and unable to handle such large volume at each node level.
- Outage experienced by end customers may trigger in number of Outage Complaints being captured in CRM system all will try to create Outage Event in ADMS or Fetch Outage status simultaneously.
- Automated restoration devices deployment in area typically restores supply within 20–30 seconds. These momentary, self-healing events will flood ADMS, if taken directly even though no field intervention is required.

These redundant events and noises/false events will cause Operational degradation for ADMS and TPCODL has plans to implement a system which has a capability to handle such volume and velocity.

Purpose:- The purpose of this RFP is to invite eligible SI to participate and submit competitive Proposals for the comprehensive delivery of a Low Voltage Outage Aggregator (LOA) Solution as per technical specifications, integration, timelines, deliveries, warranty, and system stabilization support. TPCODL seeks an Agreement with a qualified entity to design, develop, install, configure, Integrate and commission Low Voltage Outage Aggregator (LOA) Solution.

The proposed solution i.e. LV Outage Aggregator (LoA), shall serve as a layer between high streaming sources such as HES/MDM, LV IoT devices and to protect ADMS from sudden surge of last gasp/ low voltage/ high voltage data which may occur due to outage events/alerts from LV & MV Network devices. LoA will also serve as complimentary layer to ADMS/OMS by:

- Ingesting high volume Low Voltage events stream from Smart Meters, LV IOT Network if available
- Ingesting CRM complaints registered by customers.
- Normalize multiple/heterogeneous events and correlate into **single** Low Voltage outage Event
- Suppress Momentary Outages at LOA end.

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a) LoA Prediction engines will use variety of algorithms to analyse the pattern of outage events to derive the level/extent of the outage

The scope of this RFP is to develop a Low Voltage Outage Aggregator (LOA) Solution which can support the following functions

Primary Capabilities:

#	Capability	Sub Capabilities	Use Cases
1	Capture high throughput ingestion of AMI events, LV IOT events (if available) and CRM tickets (>200 transactions/Second, 3-5 second SLA).	Centralized and scalable streaming platform to capture data push from AMI, LVIOT and CRM	1. Prepare event inventory based on source and event source 2. Develop canonical data model for maintain standardised taxonomy 3. Converge stored events with Network topology 4. Push events to Grid Data Hub
		Ensure least latency <3 seconds	
		Resiliency and scaling	
		Accommodate backfill of data	
2	Process events	Rule based correlation and grouping based on similar timeframe and network asset hierarchy	1. Sending one grouped outage incident against multiple low voltage outage events to ADMS 2. Accept ADMS outage predictions, (with or without LOA input) as well as up to date outage status. 3. Share outage status with CRM
		Maintaining outage affected assets and customers along with outage status	
3	Visualization	Real time Reports, Charts & Dashboard along with Ad-Hoc Reporting	

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		Outage Event Visualization along with affected assets/customers	1. Grouped Outage Event Visualization 2. Outage events, status, affected assets, customers
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The following activities will be out of scope:

- a) Using Weather data and any other historical data for *proactive* monitoring of Assets and *predicting* Outage
- b) Isolate, and then fix the fault for a particular incident, Integration with Field Force Automation (FFA) for automating Crew Members Dispatch & Management.

This RFP will include design, develop, install, configure, Integrate and commission Low Voltage Outage Aggregator (LOA) Solution.

The bidder is required to complete 100% installation and integration of All Application under scope of this RFP within maximum of 4 months from date of PO.

After the completion of commissioning followed by managed services, the bidder shall hand over the solution to TPCODL along with complete source code, SOPs/Operational Guide and other Technical Documentation. The complete platform will be the property of TPCODL. TPCODL reserves the right to further modify, add, remove the functionalities of the solution and use it for any other purpose.

Bidder should also provide the required training to the users for operating, developing system and administrative training to selective people for managing the system after managed services period without any additional cost.

Bidder must provide details for all the supporting 3rd party software, whether licensed or open source, it recommends for operation of the solution.

Software licenses will be in the name of TPCODL and will be perpetual in nature. System will operate in English (British / US).

Detailed scope as stipulated elsewhere in this tender document.

[^] 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 Odisha 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, www.tpnodl.com, www.tpwesternodisha.com, 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	
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 sony.jha@tpcentralodisha.com before last date and time for payment of tender participation fee (Clause 1.3).

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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	23-07-2026
(b)	Date by which Interested and Eligible Bidder to pay Tender Fee and confirm participation as mentioned in "Procedure to Participate in Tender"	31-07-2026 (17-00 Hrs.)
(c)	Due Date of receipt of pre-bid queries by e-mail	03-08-2026 (17-00 Hrs.)
(d)	Due date of pre-bid meeting	06-08-2026
(e)	Due Date of Posting Consolidated replies to all the pre-bid queries as received	12-08-2026 (17-00 Hrs.)
(e)	Due date and time of receipt of Bids	25-08-2026 (17-00 Hrs.)
(f)	Date & Time of opening technical bids	25-08-2026 (17-30 Hrs.)
(g)	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 Odisha 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.

2.0 Pre- Qualification Criteria

Sr No	Parameter	Owner Requirement	Documents to be submitted by Bidder
A	Technical Pre-Qualification Requirements		
1	Type of Organization / Organizational Compliance	The bidder shall have the minimum team of on-roll 50 people of IT skillsets in multiple technical stack. Bidder must submit the list of technical stack on-roll employees	All necessary relevant documents are to submitted alongwith the bid.

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2	Past Performance	1.The bidder should have successfully implemented applications involving high throughput streaming data ingestion and processing in at least 3 projects in last 3 years (i.e. FY24 to FY26). Completion Certification or PO along with Milestone Certificate shall be submitted. Along with this, bidder must submit logical architecture for each implementation. 2.The bidder should have successfully implemented at least 2 (two) projects on intelligent grid operations/grid monitoring/grid automation for any Utility in last 3 years (i.e. FY24 to FY26). Completion certificate of implementation or PO along with Milestone Certificate duly signed by the Customer is to be submitted.	Relevant documents are to be submitted alongwith the bid.
B	Commercial Pre-Qualification Requirements		
1	Turnover	The bidder's average annual turnover for last 3 years (i.e. FY24 to FY26) should be minimum Rs. 5 Crores	Copy of audited P&L Account (with UDIN no.) to be submitted.
2	Statutory Compliances	The prospective Bidder(s) should have following certificates- a. Valid GST Registration Certificate. b. Valid PAN No. c. Odisha State MSME Certificate (if applicable)	Certificates to be submitted.

3.0 Evaluation Criteria

- The bids will be evaluated technically 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]).

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.

Based on adverse 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.

3.1 Price Basis

-Price will be fixed and firm during the contractual period.

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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

Contact No.: 9434210425

E-Mail ID: Rajib.Bhattacharya@tpwesternodisha.com

Escalation Level II:

Name: Ms. Sony Jha, HOD- Contracts

E-Mail ID: sony.jha@tpcentralodisha.com

Escalation Level III:

Name: Mr. Pourush Garg, Chief -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 TPCODL 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 stipulated amount also needs to be transferred **online through NEFT/ RTGS** in case the tender document is downloaded from our website.

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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

“EMD (Earnest Money Deposit)”

“Purchase Order of Low Voltage Outage Aggregator (LOA) at TPCODL”

Chief –Centralized Contracts Group

TP Central Odisha Distribution Limited

1st Floor, Anuj Building, Plot No. 29, Satya Nagar, Bhubaneswar- 751007

Kind Attn.: Name: Rajib Bhattacharya, Contact 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

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- b) The successful Bidder does not
- accept the Purchase Order, or
 - 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:

- Index Stating Document name & Page No./Document No. in bid. As illustrated below:

Sr No	Document	Page No/Document No
1	Index of Documents	1
2	Formal Forwarding Letter to CCG- Odisha DISCOM....	2
3	Financial Turnover (P&L Sheet) ...	8
4	Schedule of Deviations....	...
...		...
.....		

- Requisite Documents for compliance to Qualification Criteria mentioned in Clause 2.0 and clause no. 1.5.
- Type Test Certificate* of same or higher rating.
- Acceptance of Specification as per Annexure II.
- Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- Duly filled in Annexure V and VI.
- Proper authorization letter / Power of Attorney to sign the tender on the behalf of bidder.
- 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')

***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 (if applicable).*

The technical bid shall be submitted through CCG / TPCODL 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

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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 CCG/TPCODL 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.

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

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee.
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Acceptance of Specification, drawing with filled in GTP as per Annexure II.
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Duly filled in Annexure V and VI.
- 1.4.8 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.

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1.4.9 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.

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.

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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 (1st 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. 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

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.

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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 Bhubaneswar). 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.

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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.

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.

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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.

Splitting is not preferred to this contract. However, CCG reserves the right to split the order quantity amongst multiple bidders. All bidders are advised to quote their most competitive rates against each line item. CCG reserves the right to adjust the splitting as per bidders' participation/qualification/any other unforeseen condition in tender.

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

DISCOM reserves the right to modify splitting ratio based on successful bidders' turnover irrespective of its ranking as per the business requirement.

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)

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13.0 Post Award Contract Administration

13.1 Special Conditions of Contract

- Purchase order (PO) for Low Voltage Outage Aggregator (LOA) Solution under TPCODL. validity will be till the completion of works.
- 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 (as applicable).
- PBG will be applicable as per GCC – Composite of respective DICOMs. Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

5. Delivery Period:

Business Milestone	Deliverables	SLA Achievement	Completion Timeline	Payment Terms
Project Implementation Phase				
Milestone 1: Blue printing of To-be documents along with finalization of Infra Architecture (HLD & LLD)	Requirement gathering and Business process mapping with To - Be logical architecture, Design deliverables, BRD and TDD preparation and to be submitted to Tata Power for sign-off.	Blue Printing Document Sign off	Within 1 Month from the date of PO (Purchase Order)	10% of Total Project value upon successful completion of Deliverables and SLA
Milestone 2: Completion of design and development of LOA along with set up of Infra and handover to TPCODL for UAT	- Setting up required cloud infrastructure - Development and deployment of complete solution along with all required integrations. - Necessary sign off by TPCODL QA team - Completion of VAPT along with mitigation of detected vulnerabilities if any - Deploy the solution in UAT environment (post TPCODL	Timeline to be adhered	Within 3 Months from date of PO (Purchase Order)	40% of Total Project value upon successful completion of Deliverables and SLA

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	cyber clearance) and hand over to TPCODL for UAT			
Milestone 3: Go live of Complete Solution, End User Training, Documentation	• UAT sign off by TPCODL • Load/Performance Testing Report Sign Off by TPCODL • Cyber Security Sign Off by TPCODL • Production Deployment Checklist and Go Live Plan • Setup of Application Monitoring & Logging Framework in Production • Sign Off from TPCODL • End user Training and documentation	Timeline to be adhered	Within 4 Months from date of PO (Purchase Order)	50% of Total Project value upon successful completion of Deliverables and SLA

6. LD Will be applicable as per GCC – Composite of respective DISCOMs.

7. Payment Terms:

Milestone basis and will be as per point no – 5. Each milestone payment will be done on within 30 days on submission of certified invoices at TPCODL's bill desk..

8. Pre-dispatch inspection and LD shall be applicable as per GCC – composite of TPCODL.

8. **Warranty:-** Warranty will be one year from the date of completion of the project and hand over of the project to TPCODL authorized person. Overall, 10% of the total project value will be retained till the post go live support period which will be used for penalty recovery during the support period as well as default in any GCC condition. The following example illustrates the penalty calculation during support period.

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For example, total project value comes out X. So, 10% of the total project value will be 0.1X. Therefore, per month warranty amount out of total 12 months warranty amount shall be $0.1X/12$. This monthly amount will be named as the Warranty Amount.

Retained warranty amount in case of no/ part penalty as per below matrix, same will be retained for complete warranty period and will be adjusted after completion of total period of 12 months.

9. TP DISCOMs reserve right to short close the issued Purchase Order, in case of any quality issues.
10. Any change in statutory taxes, duties and levies during the contract period shall be borne by respective TPCODL. However, in case of delay in supply owing to reasons not attributable to TPCODL, 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 TPCODL.
11. All other terms and conditions of Original Tender TPCODL / CCG / 26-27 / 1000011943, GCC- Composite TPCODL, Corrigendum, Pre-Bid Query Responses, Post bid discussions and accepted deviations (if any) shall be applicable.

13.2 Drawing Submission and Approval

As per SCC, Clause number 13.1 (as applicable)

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 project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change. Please refer attached Environment Policy and Sustainability Policy (Annexure-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:

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

Bidder is advised to refer 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 can be reported to contacts given in the following link: <https://www.tpcentralodisha.com/corporate/ethics>

16.0 Specification and standards

As per Annexure II

17.0 General Condition of Contract

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

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Annexure X attached along with this tender.

CONFIDENTIAL

Centralized Contract Group (CCG)

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ANNEXURE-I : Price Schedule

S. No	Line Item (A)	Qty. (B)	UoM (C)	Unit Rate (Rs) (D)	App. Taxes (E)	Total All Inclusive Value (Rs) (F)
1	Design, Development, Integration, Testing, UAT, Performance & Cyber Clearance, Deployment and Go-Live of Low Voltage Outage Aggregator Solution as per SoW and terms and conditions as well as including Post Go Live support for one year after Go Live as mentioned in the document.	1	AU			
	Total Project Value					
	Price beyond Post Go Live Support Phase					
2.	Emergency Support Hour Cost	500	Hours			

* Mandatory to Quote all Line Items

NOTE:

- The bidders are advised to quote prices strictly in the above format and for all the line items as mentioned above. Failing to do so, bids are liable for rejection.
- No cutting / overwriting of prices is permissible.
- The unit rate column D should be exclusive of taxes & duties which are to be indicated in separate column (E) meant for that purpose.
- Upon successful completion of Tendering process, Purchase Orders shall be placed.
- Price beyond Post Go Live support phase shall not be evaluated for Lowest Bid evaluation.

[Signature & Stamp of Bidder]

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ANNEXURE-II : Technical Specification

Attached separately with the Tender

[Signature & Stamp of Bidder]

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ANNEXURE III : Schedule of Deviations

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

Unless specifically mentioned in this schedule, the tender shall be **deemed** to confirm the specifications:

S. No.	Clause No.	Tender Clause Details	Details of deviation with justifications

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

[Signature & Stamp of Bidder]

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ANNEXURE IV : Schedule of Commercial Specifications

(The bidders shall mandatorily fill in this schedule and enclose it with the offer Part I: Technical Bid. In the absence of all these details, the offer may not be acceptable.)

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
2.	Price Inclusive of transit insurance	Yes / No
3.	Delivery Clause acceptable	Yes / No
4.	Guarantee clause acceptable	Yes / No
5.	Terms of payment acceptable	Yes / No
6.	Performance Bank Guarantee acceptable	Yes / No
7.	Liquidated damages clause acceptable	Yes / No
8.	Validity (180 days) (From the date of opening of bid)	Yes / No
9.	Inspection during stage of manufacture	Yes / No
10.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

[Signature & Stamp of Bidder]

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ANNEXURE V : Checklist of all the documents to be submitted with the Bid

Bidder has to mandatorily fill in the checklist mentioned below:

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this tender	
3	Signed copy of this tender as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates	
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	

[Signature & Stamp of Bidder]

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ANNEXURE VI : Acceptance form for Participation in Reverse Auction Event

(To be signed and stamped by the bidder)

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

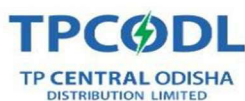
Attached Separately with Tender

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

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ANNEXURE X : IMS & Sustainability Policy



(A Joint Venture of Tata Power and Government of Odisha)



Integrated Management System Policy

Quality, Safety, Occupational Health, Environment

We at TP Central Odisha Distribution Limited are committed to deliver world class service and reliable power through an energised workforce leading to ever increasing satisfaction of its customers, environmental protection and safe and healthy working condition.

This will be achieved by:

- Complying with all the requirements of ISO-9001, ISO-14001 and ISO-45001 management system standards through engaged workforce
- Complying with applicable Legal requirements
- Continually improving Quality, Environment and Occupational Health & Safety Performance
- Ensuring Environmental protection through Prevention of Pollution
- Conservation of Natural Resources
- Creating a work environment which encourages team work, safe work practices, learning and innovation
- Providing safe and healthy conditions that prevents work related injury and illness
- Eliminating hazards and reducing OH&S Risk
- Ensuring participation and consultation of workers

This policy will be made available to interested parties.

Date: 1st June, 2023

Arvind Singh
Chief Executive Officer

Centralized Contract Group (CCG)

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CORPORATE SUSTAINABILITY POLICY

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

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

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



Date: 15th June, 2018

(Praveer Sinha)
CEO & Managing Director

TATA POWER
Lighting up Lives!



Centralized Contract Group (CCG)

Tender no. TPCODL / CCG / 26-27 / 1000011943

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

TP 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

NOTE: This Authorization letter is to be carried at the time of Bid Opening

Centralized Contract Group (CCG)

Tender no. TPCODL / CCG / 26-27 / 1000011943

ANNEXURE XII : Undertaking on Conflict of Interest

Ref. Tender Doc: TPCODL / CCG / 25-26 / 1000008065

**Tender Description : Rate Contract for SITC of Unified SOC comprising SIEM, SOAR and UEBA
at TPCODL, TPNODL, TPSODL & TPWODL**

To
The Cheif- CCG & Engineering
Centralized Contract Group- TP ODISHA DISCOMs
1st Floor, Anuj Building, Plot no. 29, Satyanagar,
Bhubaneswar- 751007

UNDERTAKING ON CONFLICT OF INTEREST WITH ANY OTHER BIDDERS OF THIS TENDER

Dear Sir

This is to certify that --

1. Apart from our bid in the name of M/s
we have not participated in this tender through any other name who is/are related firm (where owner,
Partner, Director are same or holding stake in such firm).
2. In case such relation is found out between our firm and any other firm who has participated in this tender,
TP Odisha DISCOMs reserves right to disqualify bids from all such related firms or cancel Purchase Order
placed on such firm/firms.

[Signature & Stamp of Bidder]

Centralized Contract Group (CCG)

Tender no. TPCODL / CCG / 26-27 / 1000011943

ANNEXURE XIII : Acceptance to Clauses, Technical Specification, T&C and GCC of the NIT Doc.

Ref. Tender Doc: TPCODL / CCG / 25-26 / 1000008065
Rate Contract for SITC of Unified SOC comprising SIEM, SOAR and UEBA
at TPCODL, TPNODL, TPSODL & TPWODL To

The Chief- CCG & Engineering
Centralized Contract Group- TP ODISHA DISCOMs
1st Floor, Anuj Building, Plot no. 29, Satyanagar,
Bhubaneswar, Odisha - 751007

Sub: Declaration on unconditional acceptance of Clauses, Terms and Conditions of Tender Document,
Technical Specification and applicable GCC

Dear Sir

This is to inform that I, the undersigned (Proprietor / Partner /Director/ Authorized Signatory of M/s _____) am authorized to sign this declaration and execute the tender bid submission process on behalf of our Organization.

I have carefully read and understood all the terms and conditions of the entire Tender Document, applicable GCC alongwith the Technical Specification and hereby convey my acceptance of the same unless specifically mentioned in Annexure IV of this tender document.

It is also understood that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage.

With warm regards,

[Signature & Stamp of Bidder]

Centralized Contract Group (CCG)

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ANNEXURE XIV : 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:

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	
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 sony.jha@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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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"**

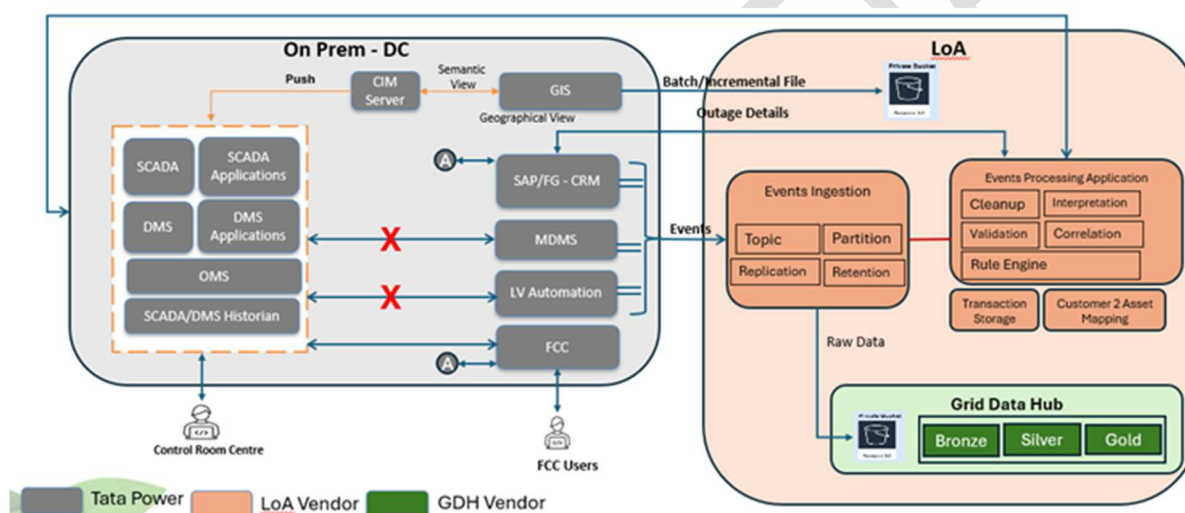
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Proposed Solution Architecture & System Configuration:

A. Logical System Architecture

The desired end state architecture is given below:



B. The LV Outage Aggregator (LOA) is proposed to be lightweight containerised **cloud based** application (Agnoistic to CSP) requiring the following inputs for correlation and grouping:

a) Low Voltage Events

Sr#	Source	Type of Events	Frequency
1	AMI (MDM)	Last Gasp Event	High
2	AMI (MDM)	First Breadth	High

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3	SAP CRM	No Power/Outage Complaints	Medium
4	LV Automation	No Communication	Medium
5	LV Automation	Outage Alert	Medium
6	LV Automation	Outage Restoration Alert	Medium

b) Customer Wise Network Topology elements. Source of this shall be GIS. Indicative asset mapping hierarchy is given below:

66/33/11 KV Grid Station

- └ 66/11 or 33/11KV Transformer
 - └ 11KV Outgoing Circuit Breaker in Grid Station
 - └ 11 KV Sectionalizer / RECLOSER in Network
 - └ 11 KV Feeder (Smart/Non Smart Meter)
 - └ 11 KV Feeder Meter
 - └ 11KV RMU (combination of Isolator & Breaker)
 - └ 11KV RMU Breaker (incoming to DTR) (11 KV Substation)
 - └ DTR (Smart/Non Smart Meter)
 - └ DTR MCCB/ACB
 - └ LT Feeder (LVIOT)
 - └ Pole#/Feeder Pillar
 - └ Service Delivery Point#
 - └ Meter# - CA#

C. LOA will correlate events maximum up to Distribution Transformer Level. LOA will correlate multiple outage signals received from sources (as mentioned above), group as per asset hierarchy (as per predefined rules) and push probable outage event to ADMS. If Outage Event is already received from ADMS against the concerned network hierarchy, then no incident will be pushed from LoA to ADMS for that hierarchy however LoA will correlate and attach all signals received to Confirmed Outage Event received from ADMS.

ADMS may respond with an outage event with outage status at the same or higher network hierarchy and LOA will maintain outage information accordingly. Mapping between GIS asset id and ADMS asset id shall be maintained by LOA for necessary correlation.

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LOA will not consider any event from a particular hierarchy for correlation/grouping if an earlier outage from that same/higher hierarchy is still not closed at ADMS i.e. confirmation not received by LOA from FFA/ADMS about incident closure

In case of a predicted outage at ADMS end, the same will be pushed to LOA by ADMS irrespective of whether input is received from LOA in respect of the same or not.

D. CRM shall receive Ongoing Outage Related information (including impacting Customers List) from LOA. Currently the same is being fetched from ADMS.

E. Integration Touch Points

| SI No | Source | Destination | Purpose | Frequency | Type |
|-------|---------------|-------------|--|------------------------|------------|
| 1 | GIS | LoA | Customer Asset Mapping | One Time
Daily Once | File Based |
| 2 | MDM | LoA | Last Gasp, Low Voltage/High Voltage/First Breath Event | Real Time | API |
| 3 | LV Automation | LoA | Outage event, No Communication Alert | Real Time | API |
| 4 | CRM | LoA | No Power Outage Complaint | Real Time | API |
| 5 | LoA | ADMS | Probable Outage Event | Real Time | API |
| 6 | ADMS | LoA | Outage Event, Outage Event Updates | Near Real Time | API |
| 7 | LoA | CRM | Outage Event & Impacted CA List | Near Real Time | API |

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All changes required to be done at MDM, CRM, ADMS, GIS end for completing integration with LOA shall be under the scope of TPCODL.

Infrastructure and Environments

Landing Zone Deployment:

1. Objective

Design, build, and operationalize a secure, scalable, compliant, and cloud-agnostic Landing Zone that provides a standardized enterprise foundation for deploying workloads across multiple cloud accounts/subscriptions/projects. The solution shall be hosted across multiple availability Zones with in India

The Landing Zone shall align with industry best practices, enterprise security standards, regulatory requirements, and governance frameworks, while maintaining portability across hyperscale's.

2. In-Scope Activities

2.1 Discovery & Assessment

Scope

- Review enterprise IT, security, compliance, and cloud strategy documents
- Assess existing standards, controls, and cloud maturity
- Identify regulatory, compliance, and data residency requirements
- Define target cloud operating model (centralized / federated / hybrid)
- Conduct stakeholder workshops (Infrastructure, Security, Applications, Governance)

Deliverables

- Discovery & Assessment Report
- Target State Cloud Landing Zone Architecture (High-Level)

2.2 Cloud Account / Subscription Organization Design

Scope

- Design multi-account / multi-subscription hierarchy

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- Define logical segregation for:
 - Management / Billing
 - Security & Compliance
 - Centralized Logging
 - Shared Services
 - Workload Environments (Production / Non-Production / Sandbox)
- Design Organizational / Management Group structure aligned to:
 - Business units
 - Environments
 - Compliance boundaries
- Define cloud-native policy enforcement mechanisms
 - Organizational policies
 - Preventive and detective controls

Deliverables

- Cloud Organization & Hierarchy Design Document
- Enterprise Policy & Guardrail Definition Set

2.3 Identity & Access Management (IAM)

Scope

- Integrate with enterprise Identity Provider (Azure AD / AD / Okta or equivalent)
- Define Role-Based Access Control (RBAC) aligned to job functions
- Enforce least privilege access and permission boundaries
- Design secure cross-account / cross-subscription access
- Enable strong authentication (MFA, password, or conditional access policies)

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Deliverables

- IAM Architecture & Access Model
- Role, Permission & Access Policy Definitions

2.4 Network Foundation

Scope

- Design hub-and-spoke or transit network architecture
- Define enterprise-wide IP addressing and CIDR strategy
- Design shared network services layer
- Define VPC/VNet/Network constructs with:
 - Public and private segmentation
 - Routing and traffic flow controls
- Internet and egress management architecture
- Secure hybrid connectivity design:
 - Site-to-Site VPN
 - Client VPN
 - Dedicated private connectivity (design only)
- Enable network traffic logging for audit and monitoring

Deliverables

- Network Architecture Diagram
- IP Addressing & Network Segmentation Design

2.5 Security Baseline & Guardrails

Scope

- Define cloud-native governance baseline (policy framework)
- Enable security threat detection and posture management services

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- Centralize audit and activity logging
- Enforce preventive and detective security guardrails
- Define enterprise encryption standards:
 - Data at rest
 - Data in transit
 - Backup encryption
- Key lifecycle and management standards

Deliverables

- Security Baseline & Control Framework
- Guardrail Configuration Matrix

2.6 Logging, Monitoring & Alerting

Scope

- Design centralized logging architecture across all cloud accounts
- Enable infrastructure and platform monitoring
- Define alerts, thresholds, and escalation mechanisms
- Integrate with enterprise monitoring, SOC, or SIEM platforms
- Enable cost, performance, and usage visibility

Deliverables

- Logging & Monitoring Architecture
- Alerting & Notification Strategy

2.7 Cost Management & FinOps Setup

Scope

- Enable cost visibility, forecasting, and budgeting
- Define cost allocation and mandatory tagging standards

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- Configure budget thresholds and cost alerts
- Establish cost optimization and commitment usage guidance

Deliverables

- Cost Management & FinOps Strategy Document

2.8 Infrastructure as Code (IaC)

Scope

- Implement the Landing Zone using cloud-agnostic or cloud-native IaC tools
- Develop reusable templates for:
 - Accounts / Subscriptions
 - Networking
 - Security baseline
- Integrate IaC with version control and CI/CD pipelines
- Enable controlled deployment and rollback mechanisms

Deliverables

- IaC Templates & Repositories
- Deployment & Rollback Runbooks

2.9 Backup, DR & Resilience (Baseline)

Scope

- Define enterprise backup standards using native cloud backup services
- Establish multi-zone and multi-region resilience guidelines
- Define disaster recovery patterns at design level:
 - Pilot Light
 - Warm Standby
 - Active-Passive (where applicable)

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Deliverables

- Backup & DR Baseline Guidelines

2.10 Documentation, Knowledge Transfer & Handover

Scope

- Prepare detailed architecture and design documentation
- Develop operational and support runbooks
- Conduct administrator, operations, and governance knowledge transfer sessions
- Complete formal handover and acceptance

Deliverables

- Cloud Landing Zone Architecture Document
- Operations & Support Runbooks
- Knowledge Transfer Completion Report

3. Acceptance Criteria

- Cloud-agnostic Landing Zone implemented and validated against approved design
- Security, governance, and compliance controls enforced
- Successful validation or audit of guardrails and access controls
- Formal sign-off on documentation and knowledge transfer

4. Deliverable Summary

- Target Cloud Architecture & Design Artifacts
- Configured Cloud-Agnostic Landing Zone
- Implemented Security & Governance Controls
- Infrastructure as Code Assets
- Operational Runbooks & Knowledge Transfer

Managed Services Scope (Cloud-Agnostic)

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1. Service Scope Overview

Managed Services shall cover operational management of the Landing Zone and onboarded workloads, aligned to ITIL v4 and enterprise governance frameworks, independent of cloud provider.

2. Governance & Guardrails Operations

- Continuous enforcement of organizational policies
- Management of preventive and detective guardrails
- Governance workflows through enterprise ITSM tool

3. Identity & Access Operations

- Day-to-day IAM administration
- Federation and SSO operations
- Access reviews and recertification
- Privileged access and MFA compliance monitoring

4. Network Operations

- Central and shared network operations
- Connectivity monitoring (VPN / private connectivity)
- Network performance and incident management

5. Security Operations (SecOps)

- Continuous threat and posture monitoring
- Security incident triage and remediation
- Vulnerability and misconfiguration management
- Audit, evidence, and compliance support

6. Logging, Monitoring & Observability

- Centralized log operations
- Alert tuning and optimization

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- Enterprise monitoring / SIEM integration

7. Backup, DR & Resilience Operations

- Backup policy monitoring and validation
- Restore testing support
- DR readiness validation and drill coordination

8. FinOps & Cost Optimization

- Cost monitoring and trend analysis
- Tag governance enforcement
- Monthly cost optimization recommendations
- Anomaly detection and remediation support

9. Service Management (ITIL v4)

Incident, Change & Problem Management

- 24x7 monitoring and incident response
- SLA-based severity management
- Change governance for shared cloud services
- Root cause and preventive action management

10. Reporting & Governance

- Weekly operational reports
- Monthly service reviews
- Real-time SLA/KPI dashboards
- Risk and compliance tracking

Key Metrics

Availability | Security Posture | Cost Variance | Incident MTTR

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Technical Design Principles

Based upon the functional requirement and proposed solution architecture, the bidder shall submit best suited tech stack for implementing the project. While proposing the tech stack, the bidder must follow the relevant sections of the overarching design principles given below:

| Category | Capability | Sub-Capability | Principle | Considerations for Tech Choice |
|---------------------|--------------------|--|---|---|
| Real Time Streaming | Streaming Backbone | Durable event transport | Partitioning reflects domain identity; deterministic keys for batch-to-stream | Stable keys; avoid hot keys; throttled batch publishes |
| | Streaming Backbone | Durable event transport | Retention/compaction for CDC + batch backfills | Tiered retention; compaction rules; cost governance |
| | Processing Options | Very High Throughput Alarm Consumption | Event-driven, low-latency, exactly-once where feasible | Use stream processors for pattern detection (windowing, joins); push notifications to alerting bus; backpressure handling; dead-letter topics |
| | Processing Options | Stateless/Stateful Streaming | Prefer stateful only where needed; externalize state | Use Flink/Spark Structured Streaming with checkpointing; RocksDB state backends; |

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|---------------------------|---------------------------------|---------------------------------------|---|---|
| | | | | idempotent sinks |
| | Alarm Patterns | Threshold/Anomaly/Composite | Treat alarm logic as versioned contracts | Threshold rules, z-score/ESD anomalies, CEP for composite alarms; versioned rule sets; canary rollout |
| | Delivery Semantics | At-least-once by default | Use idempotent writes and dedupe keys | Enable idempotent producers; transactional writes where supported; watermarking + late data policy |
| SAP Real Time Integration | Near Real Time Event Publishing | Event Trigger | Trigger API integration with every event | Implement in existing Integration Bus (PI-PO) of SAP |
| SAP Batch Integration | Extraction Agents | DW Dumps | Schedule Jobs in BW for Data Extraction to SFTP | Existing and Proven Integration Mechanism in Tata Power across Cluster |
| | Connectivity | On-prem → Cloud movement (batch file) | Only egress from on-premise DMZ using SFTP | Existing and Proven Integration Mechanism in |

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| | | | | |
|---|------------------------|--|---|--|
| | | | | Tata Power across Cluster |
| Batch Data Ingestion from on-premise to hyperscale rs | Connectivity | On-prem → Cloud movement (batch file) | Only egress from on-premise DMZ using SFTP | SG/ACL minimization; mTLS; SSH key |
| | Connectivity | On-prem → Cloud movement (scheduled API) | Use scheduled API push from DMZ to hyperscaler | OAuth/mTLS; pagination; delta tokens; retries; idempotent fetch |
| | Extraction Agents | DMZ (Level 3.5) Integration | Egress-only; NO ingress to OT environment | Agents run in DMZ to pull from OT/DBs; push via SFTP/API; rotate keys; resource throttling |
| | Extraction Options | DB Dumps / Log-based / Files | Log based preferred; otherwise DB dump for specific time-interval | Chunked snapshots, checksum and manifest validation |
| | Reliability & Security | Reliability & Security | Immutable landings in hyperscaler; verifiable integrity | SHA256 checksums, signed manifests, resumable uploads, server-side encryption, mTLS; least-privilege |

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|-------------------|------------|-----------------------------|---|--|
| Data Architecture | Governance | Schema Management | Registry-enforced compatibility for event + batch | Backward/forward compatibility; CI gates; version tagging, Schema management |
| | Governance | Classification | Data labeled at birth (stream/batch) | Field-level sensitivity; catalog integration |
| | Bronze | Raw landing (stream/batch) | Append-only, reconstructable | ACID append; ingestion timestamps; checkpoints |
| | Bronze | Raw landing (batch file) | Immutable file ingestion with integrity checks | Checksums, manifests, idempotent load markers |
| | Bronze | Raw landing (scheduled API) | Store raw API payload snapshots | API call history, delta tokens, rate-limit metadata |
| | EDA | Profiling (stream) | EDA outputs enforceable transformation rules | Profiling notebooks; drift detection; anomaly scoring |
| | EDA | Profiling (batch) | EDA outputs enforceable transformation rules | Profiling notebooks; drift detection; anomaly scoring |
| | EDA | Integrity (batch) | EDA establishes control totals & reconciliation | Row counts; sums; pagination completeness |

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| | | | | |
|--|--------|--------------------------|--|--|
| | EDA | Curation (stream) | Deterministic merges using event-time | Primary keys; watermarks; idempotent merges |
| | EDA | Curation (batch) | Idempotent merge-on-read with window markers | Natural keys; checksum validation; batch IDs |
| | Silver | Curation (scheduled API) | Delta derivation from API snapshots | Snapshot diffing; hash comparisons; precedence rules |
| | Silver | Unified curation | Unified conflict rules for CDC + batch + API | Precedence: e.g., CDC > batch > API |
| | Silver | Schema Principles | Asset 360 – Transmission | Contract-first, normalized core + domain views |
| | Silver | Schema Principles | Asset 360 – Distribution | Harmonize across feeders/meters; late-arrival handling |
| | Silver | Schema Governance | Versioning & Evolution | Backward-compatible changes preferred |
| | Gold | Analytics Serving | Precompute analytics | Incremental refresh; |

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|--------------------------|--------------------|--------------------|--|---|
| | | | (batch+stream aware) | freshness SLAs; deps graph |
| | Gold | ML/Feature Serving | Feature tables with batch/API backfill | Point-in-time correctness; training/serving consistency |
| | Runtime | Operations | Backpressure-safe streaming & batch/API isolation | Autoscaling; scheduled windows; dependency graph |
| | Runtime | Recovery | Recoverable from checkpoints & re-runnable batch/API | Durable checkpoints; retryable API calls; idempotent batch reruns |
| | DQ/Obs | Quality Gates | Expectations for CDC/batch/API | Thresholds; API completeness; event rules |
| | DQ/Obs | Reconciliation | Cross-mode reconciliation | Control totals; parity checks; tolerance bands |
| | Access | SLA Management | SLAs for real-time & scheduled refresh | Latency; freshness; batch-window completion |
| Application Architecture | Presentation Layer | Web/Mobile/UI | Decouple UX from data & services | SPA/PWA, API-first, caching/CDN; zero-trust to backend; |

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|--|----------------------|---------------------------------|---|---|
| | | | | OIDC/OAuth2 federation |
| | API Layer | Public/Partner APIs | Contract-first; versioned endpoints; idempotency | Rate limits, JWT/OAuth2, mTLS, schema validation, canary routing |
| | Batch File Ingest | On-prem → Cloud (egress-only) | Immutable landings; resumable, checksummed loads | SFTP with key auth; manifest files; idempotent load markers |
| | Scheduled API Ingest | DMZ → Cloud polling | Backoff/retry; delta tokens; pagination; signed requests | OAuth2 client creds; circuit breaker; dedupe keys |
| | Event Backbone | Real-time bus | Deterministic keys; partitioning by domain; retention for replay | Avro/JSON schema contracts; compaction for CDC; ordering guarantees |
| | Event Backbone | Near real Time Event Processing | Leverage streaming SQL engine - for Performs filtering or Windowed aggregations - Web Sockets Stream-Real-time dashboards | Event Consumer - Web Socket Server - WebSocket Gateway Service |
| | | | Leverage Apache Flink - Advanced transformations or | Databricks Spark Engine |

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|--|--------------------|-------------------------------|--|--|
| | | | ML feature engineering | |
| | Hot-path Store | Low-latency queries | Serve operational reads via read-optimized store | Connection pooling, RW/RO routing, SQL governance |
| | Raw Landing | Streams/Files/APIs | Append-only; reconstructable history | Delta logs, checkpoints, integrity checks |
| | Curation | CDC + Batch unification | Deterministic merges; event-time watermarks | Natural keys; precedence rules; Change Data Feed |
| | Analytics/Features | BI & ML serving | Incremental materialization; freshness SLAs | Materialized views; feature tables; cost-aware caching |
| | Schema Management | Contracts & compatibility | Registry-enforced evolution | Backward/forward rules; CI gates |
| | Catalog & Lineage | Discovery & access control | Single source of truth for assets | RBAC/ABAC; tags; audit; lineage |
| | DQ Gates | Expectations & reconciliation | Stop bad data early; monitor drift | Row counts, control totals, SLA monitors |
| | Platform Security | Identity, keys, network | Least privilege; encrypt at rest/in transit | mTLS; KMS/Key Vault; private endpoints; secrets mgmt |

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|-------------|-----------------------|-------------------------|---|---|
| | CI/CD for Data & Apps | Pipelines as code | Contracts block breaking changes | Unit tests, canary, rollback, state pinning |
| | Consumption | Curated exports & APIs | Governed endpoints; quotas | SQL endpoints; export services; SLAs |
| Reliability | Reliability | DR/HA | Multi-AZ stream; versioned batch/API reruns | Replication; ISR; artifact retention |
| | Reliability | Replayability | Replay bronze for all modes | Immutable bronze; deterministic transforms |
| CI/CD | CI/CD | Deployment | Everything-as-code incl. file/API interfaces | IaC; schema tests; staging validations |
| | CI/CD | Release Controls | Canary for streaming; batch/API gates | Post-run validations; automated rollback |
| | CI/CD | Pipelines as Code | Define streaming & batch/API pipelines in declarative SQL/DSL stored in VCS | Code reviews; linting; unit tests for transforms; reusable modules |
| | CI/CD | Schema & Contract Gates | Block deploys on schema incompatibility or contract violations | Automated compatibility checks; sample data fixtures; consumer contract tests |
| | CI/CD | Data Validation in CI | Run small-scale data tests (row | Golden datasets; synthetic |

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| | | | | |
|----------|--------|---------------------------|--|---|
| | | | counts, DQ rules)
pre-deploy | fixtures;
threshold
assertions |
| | CI/CD | Performance/SLO Gates | Enforce
latency/throughput
budgets during
staging | Load tests;
backpressure
simulations;
watermark delay
targets |
| | CI/CD | Canary & Shadow | Canary streaming
jobs + shadow
topics;
dual-write/compar
e for batch/API | Gradual traffic
shift; diff checks;
auto-rollback
triggers |
| | CI/CD | Rollback & State Strategy | Document rollback
paths for streaming
state and
batch/API reruns | Checkpoint/versi
on pinning;
replay scripts;
freeze windows |
| | CI/CD | Secrets & Config | Externalize
secrets/config (no
secrets in code);
config providers | KMS/KeyVault;
rotation policies;
env-specific
overlays |
| | CI/CD | Drift & Policy as Code | Detect infra drift;
enforce guardrails
with policies | Drift reports;
policy engines;
least-privilege
checks |
| | CI/CD | Change Audit | Automatic change
logs tied to
commits, artifacts,
and tickets | Artifact digests;
provenance;
signed releases |
| Security | Access | Consumption | Governed
endpoints +
curated batch/API
exports | SQL endpoints;
export services;
quotas |

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| | | | | |
|--|----------|------------------|--|---------------------------------------|
| | Security | Access & Privacy | Least privilege across CDC/batch/API | RBAC/ABAC; masking; secure temp areas |
| | Security | Encryption | Encrypt in transit/at rest; signed artifacts | mTLS; KMS; signature/etag validation |

Cyber Security Requirements:

The bidder needs to comply with following Cyber Security practices in the overall solution *discussed and finalized during blueprinting stage.*

| Category | Cyber Security Consideration |
|-------------------------------|--|
| Authentication /Authorization | The Vendor to ensure that access requiring authentication requires strong passwords and it should be governed through Mobile app authentication/ TPCODL consumer account authentication. The Vendor to ensure that user roles can be properly segregated in multi-user environments. The Vendor to ensure that supplied solution supports password expiration after a specific period. The Vendor to ensure the availability of options to change the default username and password. The Vendor to ensure the supplied solution complies with TPCODL Password Policy. The Vendor to share list of its personnel's having access to data and shall review the list on quarterly basis. For any changes, the updated list shall be shared with TPCODL. |
| Transport Encryption | The Vendor to ensure all communication between system components is encrypted. The Vendor to ensure SSL/TLS implementations are up to date and properly configured |
| Data at Rest | The Vendor to ensure local data is properly protected using encryption at rest. The Vendor to share details of encryption used. |
| Security Configurability | The Vendor to ensure secure logging is available for security events. Also, logs are maintained for a period of 180 days. |

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| | |
|---|--|
| | <p>The Vendor to ensure alerts and notifications are available to the user for security events</p> <p>The Vendor to ensure integration of logs with inhouse SIEM and iNMS tool of TPCODL.</p> |
| Software/
Firmware
Upgrade | <p>The Vendor to ensure all system devices have update capability and can be updated quickly when vulnerabilities are discovered</p> <p>The Vendor to ensure update files can be transmitted in a secure manner</p> <p>The Vendor to ensure availability of necessary service, support, upgrades and security patches during the lifecycle of the project.</p> |
| Network
Architecture | <p>The Vendor to share the updated network architecture for proposed solution and review it at least once a year.</p> |
| System
Hardening | <p>The Vendor to share hardening document for proposed solution.</p> <p>The Vendor to ensure only secured ports and services are used and only ports and services required for operation are enabled.</p> |
| Disposal | <p>The Vendor to work with TPCODL to destroy or erase data stored to prevent unauthorized retrieval of sensitive data.</p> <p>The Vendor to provide Undertaking on Deletion of Data or any information withheld as part of engagement post completion of project.</p> |
| Asset
Identification | <p>The Vendor to share list of all the assets installed as part of the proposed solution</p> |
| Contingency
Plan | <p>The Vendor to share the Disaster Recovery/Business Continuity Plan for the proposed solution</p> |
| Vulnerability
Assessment &
Penetration
Testing | <p>The Vendor to conduct VAPT (both source code and manual PT) of the supplied solution from a 3rd party CERT-In empaneled security auditor and submit necessary reports to TPCODL and subsequently conduct confirmatory testing. Closure of all VAPT observations shall be a mandatory condition for Go Live.</p> |

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| | |
|---------------------------------------|--|
| | The Vendor shall also extend full support in closure of vulnerabilities as part of audit/assessments conducted due to statutory & regulatory requirements for compliance purpose during project life cycle. |
| Cyber Security Incident Documentation | <p>The Vendor team to work with TPCODL team for capturing of necessary artefacts, forensic data, sequence of events, Root Cause Analysis, etc. related to all cyber security incidents.</p> <p>The Vendor to acknowledge incident within 1 hour, provide Immediate Action within 4 hours and submit detailed incident report with Preventive Action within 48 hours.</p> |
| Systems Security Management | <p>The Vendor shall ensure implementation of security patches, cumulative service packs, releases, and version upgrades of application during the project cycle. All upgrades and patches shall be implemented at no extra cost to TPCODL.</p> <p>The Vendor to document and implement a process for the update of anti-virus and malware prevention signatures. The process must address testing and installing the signatures. The Vendor shall submit status of upgrades and patches applied on monthly basis to TPCODL</p> |
| Countries of Prior Reference | The Vendor to ensure products from Countries of prior Reference shall not be part of proposed solution. |
| Audit and Compliance | <p>The vendor to ensure proposed solution complies with ISO 27001 & CEA guideline and shall submit necessary artefacts in this regard.</p> <p>Partners shall also participate with TPCODL in providing necessary artefacts, evidence, data etc. as & when required as part of internal and external audit requirements.</p> |

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|---------------------------------|--|
| Change Management | The Vendor to ensure all changes post-production in the supplied solution are captured and records of the same are shared with TPCODL as & when required |
| Posting of data on Public Forum | The vendor shall refrain from posting any data regarding the existing project on public forums without written consent from TPCODL. |
| Location of Data | The Cloud Service Provider shall ensure that the data is stored in India Only |
| Data Exfiltration | Yearly certification from CSP to ensure no data exfiltration has happened by any means |
| Clock Synchronization | The cloud service provider shall provide information to the cloud service customer regarding the clock used by the cloud service provider's systems, and information about how the cloud service customer can synchronize clocks with the NIC service clock. |
| MeiTY | The cloud service provider shall be empaneled with Ministry of Electronics and Information Technology (MeitY) |
| NDA | The Cloud Service Provider shall execute an NDA with TPCODL |

Evaluation Criteria:

- Bids shall be evaluated based on submitted technical proposal which shall cover the justification for the parameters as given below.
- Only those bids which fulfil the qualification requirement mentioned in "Qualifying Requirement" section above will be evaluated.
- It is mandatory for the bidder to obtain Minimum 60% marks in Technical parameters to move to commercial bid Opening.
- Technical Evaluation paramters are mentioned below:

| S No | Evaluation Criteria | Description | Max. Marks | Documentary Evidence |
|------|---------------------|-------------|------------|----------------------|
|------|---------------------|-------------|------------|----------------------|

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| | | | | |
|---|--------------------|--|----|--|
| 1 | Proposed solution | Technical solution approach | 30 | Detailed technical proposal describing functional and deployment architecture, proposed tech stack along with justifications, solution approach, low level project plan and proposed managed services approach |
| 2 | Project Experience | No of projects involving high throughput streaming data ingestion and processing in last 3 years (i.e. FY24 to FY26).

(At least 3 numbers) | 20 | 1. Completion certificate of implementation or PO along with Milestone Certificate duly signed by the Customer is to be submitted

2. Logical architecture for each implementation |
| 3 | Domain Experience | No of projects on intelligent grid operations/grid monitoring/grid automation for any Utility in last 3 years (i.e. FY24 to FY26).

(At least 2 numbers) | 20 | Completion certificate of implementation or PO along with Milestone Certificate duly signed by the Customer is to be submitted |
| 4 | Financial | Average annual turnover in last 3 years (i.e. FY24 to FY26)

(Minimum 5 Crores) | 20 | CA certified balance sheet |

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|---|----------|---|----|---|
| 5 | Manpower | Bidder's Team of Qualified Tech Leads for proposed tech stack having relevant 8 years of experience in relevant technology. | 10 | CV for Tech leads who will be involved in LOA project |
|---|----------|---|----|---|

Note: Evaluation will be done based on the submitted documents such as Customer reference, Contacts and Experience certification issued by clients.

Business Milestones, Payment Terms and SLA

Business Milestone & Payment Terms:

Successful bidder shall follow the below sequence for deployment.

- Achievement of milestone will be certified by TPCODL Program Manager after auditing the deliverables only after which invoices should be raised.
- TPCODL will not bear any out-of-pocket expenses (Travel, lodging & boarding, local conveyance, etc.)

| Business Milestone | Deliverables | SLA Achievement | Completion Timeline | Payment Terms |
|--|--|---------------------------------|---|---|
| Project Implementation Phase | | | | |
| Milestone 1:

Blue printing of To-be documents along with finalization of Infra Architecture (HLD & LLD) | Requirement gathering and Business process mapping with To - Be logical architecture, Design deliverables, BRD and TDD preparation and to be submitted to Tata Power for sign-off. | Blue Printing Document Sign off | Within 1 Month from the date of PO (Purchase Order) | 10% of Total Project value upon successful completion of Deliverables and SLA |

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| | | | | |
|--|--|-------------------------------|---|--|
| <p>Milestone 2:</p> <p>Completion of design and development of LOA along with set up of Infra and handover to TPCODL for UAT</p> | <ul style="list-style-type: none"> Setting up required cloud infrastructure Development and deployment of complete solution along with all required integrations. Necessary sign off by TPCODL QA team Completion of VAPT along with mitigation of detected vulnerabilities if any Deploy the solution in UAT environment (post TPCODL cyber clearance) and hand over to TPCODL for UAT | <p>Timeline to be adhered</p> | <p>Within 3 Months from date of PO (Purchase Order)</p> | <p>40% of Total Project value upon successful completion of Deliverables and SLA</p> |
| <p>Milestone 3:</p> <p>Go live of Complete Solution, End User Training, Documentation</p> | <ul style="list-style-type: none"> UAT sign off by TPCODL Load/Performance Testing Report Sign Off by TPCODL Cyber Security Sign Off by TPCODL Production Deployment Checklist and Go Live Plan Setup of Application Monitoring & Logging Framework in Production Sign Off from TPCODL End user Training and documentation | <p>Timeline to be adhered</p> | <p>Within 4 Months from date of PO (Purchase Order)</p> | <p>50% of Total Project value upon successful completion of Deliverables and SLA</p> |

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Activities during Post Go Live Support Phase:

The application as well as the cloud infrastructure shall be under managed services for one year from the date of Go Live of the solution. The key activities (but not limited to) which the bidder needs to perform during post go live support period is mentioned below:

- a) Incident Management and Resolution (L1, L2, L3 support)
- b) Problem Management
- c) Cloud Infrastructure and cyber management including environment, capacity, performance and business continuity approach.
- d) CI/CD Release Management & Data Pipelines
- e) End to end Observability and event management (Monitoring Dashboard & Alerts Monitoring)
- f) Handling of any modifications/ new development to handle any kind of requirements.
- g) Security enablement and follow the cyber practices as mentioned above along with guidelines being issued time to time.

Bidder shall do complete knowledge transfer and provide required training and handholding in order to equip IT team to manage the application after completion of managed services. Bidder shall provide all related documentation to TPCODL e.g. Updated Technical Design Document comprising API documentation, Entities, ER diagram, Business Logics, Deployment details etc.

SLA for System Up-Time

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| Category | Definition | Maximum Resolution Time |
|-----------------------|--|-------------------------|
| Level 3
(Critical) | Complete system failure, severe system instability, loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational capability | 0-2 hrs. |
| Level 2
(Urgent) | Degradation of services or critical functions negatively impact system operation such as correlation and grouping of Low Voltage Outage events, failure of any redundant system component such that the normal redundancy is lost. | 0-12 hrs. |
| Level 1
(minor) | Any other system defect, failure, or unexpected operation. Request for information, technical configuration assistance, "how to" guidance, and enhancement requests. | 0-1 days |

Emergency Support Hours Cost: (Price beyond Post Go Live Support Phase)

In addition to this, bidder shall provide emergency support hours cost which may be exercised post completion of post Go Live support phase. This shall remain valid for 3 years. For any Change Requests (CR) requirements raised during the 3 years, efforts hours will be mutually decided and will be paid on agreed emergency support cost.

Penalty Clauses for Post Go Live Support Phase:

Above SLA shall be measured as per below mentioned methodology. Overall, 10% of the total project value will be retained till the post go live support period which will be used for penalty recovery during the support period as well as default in any GCC condition. The following example illustrates the penalty calculation during support period

For example, total project value comes out X. So, 10% of the total project value will be 0.1X. Therefore, per month warranty amount out of total 12 months warranty amount shall be $0.1X/12$. This monthly amount will be named as the **Warranty Amount**.

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Retained warranty amount in case of no/ part penalty as per below matrix, same will be retained for complete warranty period and will be adjusted after completion of total period of 12 months.

SLA will be measured on Monthly basis. Total No. of cases reported in different categories as per the scenario mentioned above will be entitled for measurement and accordingly, the following would be calculated:

A) Total No. of Hours where resolution goes beyond the given limit as per category in a month

B) Total No. of Hours of operations in a month (It would be 30* 24 Hours)

$$\text{SLA Compliance} = [(B-A)/B] \% \text{age}$$

SLA compliance % age will be calculated on monthly basis (rounded off). Penalty for the achieved SLA compliance will attract penalty as per following matrix.

| S. No. | SLA compliance %age | Penalty Rates |
|--------|------------------------|--------------------------|
| 1 | 98% to 100% | No Penalty |
| 2 | 96% to 97% | 20% of warranty amount. |
| 3 | 94% to 95% | 50% of warranty amount. |
| 4 | Less than equal to 93% | 100% of warranty amount. |

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|  | TP CENTRAL ODISHA DISTRIBUTION LIMITED | |
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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 register any grievance on ethics violation to Mr. Rajeev Kharyal, Chief Ethics Counselor.

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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 (PO) or a Rate Contract (RC), hereafter referred as Contract, through in any or all of following modes- physical handover / post / e-mail / web document / fax with all the attachments/enclosures which shall be part of the contract document

On receipt of the contract, the associate shall return to 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 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 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

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work done and accepted and certified by the authorised representative of the company unless otherwise specified in schedule of quantities or in contract documents.

3.8 Contract Document

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

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

3.9 Contract Language

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

The Contract documents and all correspondence between the 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 I. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form as mentioned in the Annexure I as a token of acceptance for the same.

4.0 SCOPE OF WORK

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

The associate shall satisfy himself fully with the details and undertake fully the works as listed in schedule of quantities and conditions, under which the same to be performed. Associate may visit site to equip themselves with all the information required for the execution of work. Unless otherwise stated in the contract, the scope of work shall also include, but not limited to, the following.

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site,

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storage, preservation, security and handling of the items at work places till completion of contract is also in scope of work.

The associate shall obtain statutory clearances for the works executed by him.

The associate shall provide comprehensive insurance for entire works for contract value and third party liability insurance to cover all risks till completion of contract.

All transport / lifting/ unloading/ storage/preservation of items at site shall be arranged by the Associate at no extra cost to TPCODL. All these activities shall be performed in line with original equipment manufacturers' recommendations and/or as per best engineering practices, with due consent of TPCODL Engineer-in-charge.

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

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 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 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 of the Associate the Associates, for the entire period of contract including period of guarantee.

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

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In case of Labour /Erection/ Services Contracts having value more than Rs 2 Cr per Annum, Associates shall submit Indemnity Bond on Rs 100/- Non Judicial Stamp Paper in the format as per Annexure- D to Order Issuing Authority.

4.2 Display of Notice Boards at Work Sites

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

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

4.3 Disposal of Waste at Site

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

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

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

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- 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 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.

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 – G.

4.5 Damages of Properties

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

4.6 Issuance of Materials

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

4.7 Company's Right To Use Works

If Taking Over Certificate is delayed for any reason, for which 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

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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 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.

4.9 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 |
|-------------|---|------------|
| A | For bidders already Registered with TPCODL | 100 |
| A.1. | No violation of statutory compliances in last 1 year.
Deduction of 2 marks for each instance of violation in last 1 year. | 20 |
| | Safety
Deduction of 2 marks for each instance of safety violation in last 1 year.
Deduction of 5 marks for each reported Non-Fatal Accident in last 1 year
In case of any reported fatal accident: ZERO MARKS | 20 |
| A.2. | Timely Execution of Contracts
Total Achieved Score = {30 – 3 x (Avg. percentage LD deductions in last 2 years)} | 30 |
| A.3. | Legal Issues with TPCODL
Zero instances of Arbitration procedures / Court Cases / PBG forfeitures in last 2 years: 30 marks else 'Zero' marks | 30 |
| B | Bidders new to TPCODL | 100 |
| B.1. | Visits
Client Site Visit where the bidder is providing similar services.
The visits as above shall be arranged by the bidder. However all costs towards conveyance, lodging, boarding etc. shall be borne by TPCODL. The | 30 |

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| S. No. | Evaluation Parameter | Max. Score |
|--------|---|------------|
| | score assigned by TPCODL based on the above visits shall be final and binding on the bidder (Vendor Evaluation form attached as annex L).
Safety
Score achieved against BA Safety Management System Questionnaire | 20 |
| B.2. | Client Referrals
At least 3 nos. Customer References for similar services in last 3 years. All customer references shall be either of the following:
<ul style="list-style-type: none"> Govt. Organizations/ PSUs/ Power Distribution Utilities. Private Organizations with an annual turnover of ≥ 500 cr. PO copies or Completion Certificates will be admissible.
Each reference: 10 marks | 30 |
| B.3. | Blacklisting Information
Not blacklisted by any reputed organization/utility in last 2 years: 20 marks
else 'Zero' marks | 20 |

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

5.0 PRICES/RATES/TAXES

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

5.1 Changes in Statutory Tax Structure

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

For execution of contracts beyond contract execution time, where the delay is not attributable to 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.

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6.0 TERMS OF PAYMENT

6.1 Pre-Requisites for Payment

- Associate should have completed execution of that part of contract, for which payment is sought, to the satisfaction of TPCODL's Engineer-in-Charge responsible for the contract and obtained certification for execution of the work.
- Associate has taken C-3 Form
- Associate has undertaken joint measurement of the work executed along with TPCODL's Engineer-in-charge.
- Associate's bills/invoices submitted have been certified by Engineer-In-Charge.

6.2 Bills & Invoices

Unless specified otherwise in the special conditions of contract, Associate shall raise not more than one invoice/contract per month for the services rendered in the prescribed Tax Format and the invoice shall be submitted within 15 days of the following month at Invoice Desk, TPCODL 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.

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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 Third Floor, 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 No Demand Certificate, as applicable.

6.5 Quantity Variation

Payment will be made on the basis of actual quantity of supplies/actual measurement of works accepted by 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-C.

7.0 MODE OF PAYMENT

Payment shall be made through Cheque or RTGS whichever of the two modes chosen by the Associate, in favour of Associate's Bank Account on TPCODL records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank Account and other details as per annexure J. Further, for any payments made, 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.

In case of service contracts, mostly the quantities of items indicated are estimated and preliminary. However, payments shall be made on the basis of actual quantity of work carried out and measured jointly by the Company and the Associate. Associates shall be responsible to organize joint measurements of works with 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.

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8.0 SECURITY CUM PERFORMANCE DEPOSIT

Associates shall submit within 15 days from the effective date of issue of PO/RC, Security cum Performance Bank Guarantee (SPBG) in the format as per Annexure B of this document from banks acceptable to 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 validity of original SPBG only till the requisite period, i.e. guarantee period plus one month.

9.0 STATUTORY COMPLIANCE

9.1 Compliance to Various Acts

Associate should ensure adherence to the Anti-Lobbying, Debarment, Drug-Free, Child Labour, Factories Act and Shop and Establishment Workplace Certification, Registration details under GST, Sales Tax and Works Contract Tax Act.

Associate shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labour (Regulation and abolition) Act 1970, and any other relevant regulations as the case may be. Associate shall also be solely responsible for the payment of all benefits such as Provident Fund, ESI, Bonus, Leave compensation and other benefits as may be applicable under applicable labour laws, etc. as per the various statutory regulations and shall keep TPCODL indemnified in this regard against any such claim and provide documentary evidences of the same to TPCODL. TPCODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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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 SA 8000

TPCODL expects its Associates to follow guidelines of SA 8000:2014 on the following aspects

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

9.3 Affirmative Action

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 | 50% relaxation in PBG for order value above 50 lacs else 25% relaxation | All limited and Open tenders |
| 4 | Turnover | 25% relaxation in company turnover under qualifying requirement criteria | All Open Tenders |

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

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

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

9.4 Compliance to Labour Laws

Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then 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 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.

10.3 Specifications and Standards

The Associate shall follow all codes and standards referred in the Contract Document. Codes and standards of other may be followed by the Associate with the prior written approval of 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 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:

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- 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. TPCODL may revise this CSMS document as a when required and the revised version shall be applicable on all contracts – current or future.

12.0 GUARANTEE

12.1 Guarantee of Performance

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

12.2 Guarantee Period

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of 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 12 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

12.3 Failure in Guarantee Period (GP)

If the equipment and material supplied/service or work rendered under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied/service or work rendered under the contract within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied/service or work rendered under the contract, failed in Guarantee Period, 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.

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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.

12.4 Cost of repairs on failure in GP

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

12.5 Guarantee period for Goods Outsourced

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

12.6 Latent Defect

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

13.0 LIQUIDATED DAMAGES

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

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

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

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

13.1 LD Waiver Request

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

13.2 Material Recovery

In case of any recoveries for materials or services (for material free issued by 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.

14.0 ASSIGNMENT OR SUBCONTRACTING

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

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

15.0 UNLAWFUL ACTIVITIES

The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the 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.

16.0 CONFIDENTIALITY

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

16.1 Documents

All maps, plans, drawings, specifications, schemes and other documents or information related to the Contract/Project and the subject matter contained therein and all other information given to the Associate by the 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.

16.2 Geographical Data

Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of country or those of 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.

16.3 Associate's Processes

Title to secret processes if any developed by the Associate on an exclusive basis and employed in the design of the equipment shall remain with the Associate. 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

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construction, erection, start-up, Trial Run, operation, maintenance, modifications and/or expansion of the works including for the manufacture of spare parts.

16.4 Exclusions

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

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

16.5 Violation

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

17.0 INTELLECTUAL PROPERTY RIGHTS

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

18.0 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.

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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.

19.0 LIABILITY & LIMITATIONS

19.1 Liability

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods ***unless caused by Associate's negligence, willful misconduct or breach of contract.***

If the Associate is a joint venture or consortium, all concerned parties shall be jointly and severally bound to the TPCODL for the fulfillment of the provisions of the Contract. The consortium or the joint venture shall designate one party as their leader, who will be the coordinator between the parties and TPCODL. The constituents & leader of the consortium or joint venture shall not be changed without the prior consent of TPCODL.

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.

19.2 Limitation of Liability

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

20.0 FORCE MAJEURE

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

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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.

21.0 SUSPENSION OF CONTRACT

21.1 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 be executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business day notice for all other contracts.

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

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

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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 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.

21.2 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 22 for breach/default of contract conditions.

21.3 Compensation in lieu of Suspension

If the suspension of the contract in whole or in part is for convenience of 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.

22.0 TERMINATION OF CONTRACTS

22.1 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:

- 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

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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 22 (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:

- a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b. Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated

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arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPCODL.

- c. The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at 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.
- d. 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.
- e. 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.

22.2 Termination for convenience of Associate

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.

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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.

22.3 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.

23.0 DISPUTE RESOLUTION & ARBITRATION

In case of any dispute or difference the parties shall endeavour to resolve the same through conciliatory and amicable measures within 15 Days failing which the matter may be referred by either party for resolution by the sole arbitrator to be appointed mutually by both the parties. The arbitral proceedings shall be conducted in accordance with Arbitration and Conciliation Act 1996 and the place of arbitration shall be 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.

24.0 Governing laws 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.

25.0 ATTRIBUTES OF GCC

25.1 Cancellation

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

25.2 Severability

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

25.3 Order of Priority

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

26.0 INSURANCE

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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 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.

27.0 ERRORS AND OMISSIONS

The Associate shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the 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.

28.0 TRANSFER OF TITLES

The title of ownership and property to all equipment, installations, erections, constructions materials, drawings & documents shall pass to the TPCODL is 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.

29.0 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.

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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 to provide your feedback according to the guidelines mentioned below:

30.0 CONTACT POINTS

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

31.0 LIST OF ANNEXURES

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

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ANNEXURE-A

PROFORMA FOR BID SECURITY BANK GUARANTEE

TP Central Odisha Distribution Limited

Bhubaneswar

HEREAS, (Name of the Bidder) (hereinafter called "the BIDDER") has submitted his bid dated for the (Name of Contract) (hereinafter called "the BID").

KNOW ALL men by these presents we (Name of the Bank) of (Name of the Country) having our registered office at (hereinafter called "the BANK") are bound unto TP Central Odisha Distribution Limited (TPCODL) in the sum of for which payment well and truly to be made to the TPCODL the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20

The CONDITIONS of this obligation are:

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

or

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

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

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

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

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ANNEXURE- B

PROFORMA FOR PERFORMANCE BANK GUARANTEE (CP cum EP)

(On Rs.100/- Stamp Paper)

Note:

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

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-fulfilment and "the Vendor" shall have no right to question such judgment.
4. You shall have the right to file / make your claim on us under the guarantee for a **further period of one month** from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to "the Vendor", which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against "the Vendor" and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising

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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
Banks full address |
| 2. _____ | Designation of Signatory
Bank official number |

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ANNEXURE-C

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

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

(To be submitted by the Associate to 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 – D

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

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

(Certificate No. CCP/001)

Name of the Project

Letter of Award / Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

By this confirmation we, _____
(Associate) are formally bound to M/s. 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 severely 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-E

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 - F

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 TPCODL 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 TPCODL 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.

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

- a) No person below the age of 18 years and no child labour will be engaged directly or indirectly for executing the work connected with the business of 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 7th / 10th day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for 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:
 - a. Clearance for commencement (before start of the work).
 - b. No Objection Certificate (after completion / before final settlement).
 - c. Copies of PF / ESI Challans shall be deposited with IR & Welfare Group every month
- j) The Business Associate shall indemnify 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.

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- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.
- m) The Business Associate appreciates with and acquiesces to the right of 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 / encharging 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 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. 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 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 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).

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

7.0 Requirements during execution of work:

- a) Copy of receipt of application for license / license (if applicable).
- b) Copy of PF Challan (latest by 26th day of every Month).
- c) Copy of ESI Challan (latest by 26th day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ 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).
- 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

| | | |
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If yes, furnish details:

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

Name of Insurance Company

.....

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

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

C. Details of workers to be engaged

No. of Workers

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

*** Number to be indicated**

I/We shall fulfil all obligations arising from and under all relevant law in force from time to time. I/We undertake to keep the 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 its 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

| | | |
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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 –

| | | |
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(i) Canteen : _____

(ii) Rest rooms : _____

(iii) Drinking water : _____

(iv) Crèches : _____

(v) First Aid : _____

Signature of contractor

Place _____

Date _____

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ANNEXURE – G

UNDERTAKING FOR COMPETENCE OF WORKMEN

Name of Associate :

Tender No. :

Item :

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

Date:

 ()

Authorized Signatory

For M/s

Seal

| | | |
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ANNEXURE-H

BUSINESS ASSOCIATE FEEDBACK FORM

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

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

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

| | | |
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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) | | | | | | |

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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 | |
| 10 | TPCODL Engineer-in-Charge timely certifies the jobs executed/ material supplied | | | | | | |
| 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 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 TPCODL 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 TPCODL in comparison to your other clients in terms of fairness of treatment and transparency with its Business Associates? | | | | | | |
| 3 | How would you rate TPCODL in comparison to your other clients in terms of processes and systems to manage partnership with its Business Associates | | | | | | |
| 4 | How would you rate TPCODL in comparison to your other clients in terms of building long term & mutually relationship with its Business Associates | | | | | | |

| | | |
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SECTION – C

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

| S. No. | Parameters | Certainly NO | Probably NO | Probably YES | Certainly YES | Remarks/
Suggestion |
|--------|---|--------------|-------------|--------------|---------------|------------------------|
| 1 | Based on your experience with 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 | Please tick (✓) your top 5 expectations out of the following 10 points listed below - | |
|---|--|--|
| (Please list down improvement you expect from TPCODL) | Timely payment | |
| 1 | Flexibility in Contracts/PO | |
| | Clarity in PO,s & Contracts | |
| 2 | Timely response to quarries | |
| | Timely certification of works executed | |
| 3 | Clarity in Specs, drawings, other docs etc. | |
| | Adequate information provided on website for tender notification, parties qualified etc. | |
| 4 | Timely receipt of material at site for execution | |
| | Performance Guarantee/EMD released in time | |
| 5 | Inspection & quality assurance support for timely job completion | |

We thank you for your time and courtesy!!

| | | |
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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, 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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:

Email Address of accounts person (to
send payment information)

Name of the Authorized Signatory :

Contact Person's Name :

Official Correspondence Address :

We confirm that we will bear the charges, if any, levied by our bank for the credit of NEFT/RTGS amounts in our account. Any change in above furnished information shall be informed to 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 _____

(Authorised Signatory)

(Signature with Rubber Stamp)

Certification from Bank:

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

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

(Manager's/ Officers Signature under Bank Stamp)

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ANNEXURE - K

CONTRACTOR SAFETY MANAGEMENT SYSTEM

1. OBJECTIVE

The objective of the Contractor Safety Management System is to lay down clear guidelines for all Business Associates (including their associates, staff and agents) which would facilitate them to observe all statutory rules and regulations, comply with applicable standards of Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010 & (safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations, 2011, 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, 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 TPCODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the DOSEC 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 DOSEC, BA cell and receiving temporary I-card issued by TPCODL, Business Associate shall commence the working.

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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 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.

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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 shall be allowed to perform the High Risk / High Hazard activities (refer page 1). The skill / qualification required for the electrician and electrical supervisor are given in *annexure 5*. The contracts related to maintenance of Distribution Network, Distribution Projects, Extra High Voltage Projects, maintenance of Sub-Transmission Network, Meter Management Group & Energy Audit Group, maintenance and operation of street lights, shall preferably have at least 20 per cent of ITI qualified electricians in the first year of the contract. This figure shall preferably be incremented by 15 per cent every subsequent year.

Note: For the competency assessment may please refer the work instructions. An employee shall have to necessarily undergo the competency assessment check once in every eighteen months.

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

- 5.5.1 Safety training of 2 hrs/employee/month and one day of safety induction training to all new employees joining the BA will be conducted by the BA as per Safety training modules of 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 DOSEC 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

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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 DOSEC, 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)*

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.

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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
- 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

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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, <i>if any</i> . | Engineer In-charge |
| ↓ | |
| HoG (Safety – II) & HoG (Safety & Quality – Commercial) and CAPS to generate the MIS of the violations and the amount deducted. | SAFETY Group |
| ↓ | |
| The pool of the amount generated after the deduction to be utilized in safety welfare of BA employees. | SAFETY Group with approval of CFO/Chief (O & S) /CEO&MD |

The safety violations have been rated from 1 to 5 (figure 6.3) as per the gravity of the violation. If the same violation is repeated it may escalate into a higher penalty. If a particular Business Associate employee violates safety norms three times, he shall not be allowed to work in TPCODL for a period of one year from the date of the 3rd violation.

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| Consequence of Safety Violation Observed
(Not related to Incident/ Accident) | | Violation | | | | |
|--|--|--------------------|-----|-------------------------|-----|---|
| S.No. | Safety Violation | 1st | 2nd | 3rd | 4th | Subsequent Violations |
| 1 | Working without PPE (Helmet/Gloves/Safety Harness/ Safety Shoes etc.) | B | C | D | D | Will attract the same penalty as applicable in the 4th violation. |
| 2 | Improper Working at Height | B | C | D | D | |
| 3 | Working without proper tools and tackles | A | B | C | D | |
| 4 | Poor condition of Crane/Hydra/ Vehicle/Incompetent driver/ Helper | B | C | D | E | |
| 5 | Violation of SOP/ WI | C | D | E | | |
| 6 | Working without adherence to PTW process or authorization/ Safety Zone | C | D | E | | |
| | | | | | | |
| Legend | Action to be taken | Responsibility | | Penalty Amount (in Rs.) | | The number of violations are to be calculated cumulatively over the contract period and not on monthly basis. |
| A | Levy of Penalty | Engineer Incharge | | 5,000 | | |
| B | Memo to BA & Levy of Penalty | Engineer Incharge | | 10,000 | | |
| C | Memo to BA & Levy of Penalty | Head of Group | | 25,000 | | |
| D | Memo to BA & Levy of Penalty | Head of Department | | 50,000 | | |
| E | Memo to BA, Levy of Penalty and termination of Contract | Head of Department | | 1,00,000 | | |
| Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts) | | | | | | |

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to Addl GM/ GM/ Sr. GM level) and further, *if required*, continuation / extension of contract will only be initiated by Functional Head of the department (equivalent to Sr. GM / VP level) and approved by CEO & MD. Till the extension, the contract will remain suspended.

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.

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| Consequence Of an Incident / Accident
(In case of <u>MAJOR</u> contract) | | Incident / Accident | | | | Action
Required |
|---|--|--|-----|------------------|-----|---|
| Sl. No | Type of the injury | 1st | 2nd | 3rd | 4th | |
| 1 | Slight injury (First Aid Case) | F
(Strengthening of process through continuous improvement in the work procedure) | | | | Take risk reduction
measures |
| 2 | Minor injury (No or Hospitalization less then 48 Hrs) | F | G | G | H | |
| 3 | Major injury (Bone injury or burn or Hospitalization more then 48 Hrs) | G | G | H | I | |
| 4 | Single fatality | J | K | | | Intolerable |
| 5 | Multiple fatalities (Two or more fatalities during one event) | K | | | | |
| Legend | Action to be taken | Responsibility | | Penalty (in Rs.) | | The number of violations are to be calculated cumulatively over the contract period and not on monthly basis. |
| F | Memo to BA and levy of penalty | Engineer Incharge | | 5,000/- | | |
| G | Memo to BA and levy of penalty | Head of Group | | 20,000/- | | |
| H | Memo to BA and levy of penalty | Head of Group | | 50,000/- | | |
| I | Memo to BA and levy of penalty | Head of Department | | 2,00,000/- | | |
| J | Memo to BA and levy of penalty | Head of Department | | 5,00,000/-. | | |
| K | Memo to BA, levy of penalty, termination of contract and black listing of BA | Functional Head | | 10,00,000/- | | |
| Figure 6.3 (2) - Penalty Matrix for Incident / Accident in Major Contracts | | | | | | |

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

(For example: In major contracts, if there is first incidence of major injury say bone injury (Cat. 3) where worker was hospitalized for more than 48 hrs then a penalty of amount Rs.20000/- will be deducted from the current bill produced for the payment. This penalty will be similar for first two incidents. However, it will increment to next higher category i.e. Rs. 50,000/- on subsequent incidents as per the above matrix)

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

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

| | | |
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(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

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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 |
| 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> | | | | |
| - Is there a written company Safety policy?

- If yes provide a copy of the policy, if No please refer Note 1. | | 1 | | |
| | | | | |
| - Does the company have an Safety Management system

- If yes provide details, if No please refer Note 1. | | 1 | | |
| | | | | |
| - Is there a company Safety Management System manual or plan?

- If yes provide a copy of the content page(s), if No please refer Note 1. | | 2 | | |
| | | | | |
| - Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?

- If yes provide details, if No please refer Note 1. | | 2 | | |
| | | | | |
| <i>Safe Work Practices and Procedures</i> | | | | |
| - Has the company prepared safe operating procedures or specific safety instructions relevant to | | 1 | | |

| | | | |
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| Certification | | | | |
|--|---|--|--|--|
| its operations and relevant work as per contract?

- If yes provide a summary listing of procedures or instructions, if No please refer Note 2.

- Comments | | | | |
| - Is there a register of injury or accident?
- If yes provide a copy (format) | 1 | | | |
| - Is there a documented incident or accident investigation procedure?

- If yes provide a copy of a standard incident report form, if No please refer Note 2.

- Comments | 1 | | | |
| <i>Safety Training</i> | | | | |
| - Describe how occupational health and safety training is conducted in your company

If No please refer Note 1. | 2 | | | |
| - Is a record maintained of all training and induction programs undertaken for employees in your company?

- If yes provide examples of safety training records, if No please refer Note 2. | 1 | | | |
| - Are regular safety inspections / audits are undertaken at worksites?

-If yes provide details (formats), if No please refer Note 3. | 1 | | | |

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| - Is there a procedure by which employees can report hazards at workplaces?

- If yes provide details if No please refer Note 1. | 1 | | | |
| | | | | |
| <i>Safety Monitoring</i> | | | | |
| - Is there an officer / supervisor responsible for monitoring workplace / worksite safety?

- If yes provide details | 1 | | | |
| | | | | |
| <i>Safety Performance Monitoring</i> | | | | |
| | | | | |
| - Are employees regularly provided with information on company health and safety performance?

- If yes provide details | 1 | | | |
| | | | | |
| - Has the company ever been convicted of an occupational health and safety offence?

- If yes provide details | NO Marks
(Negative mark ONE for each case) | | | |
| - Has there been any major accident of employee at 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) | | | |

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| Certification | | | |
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| Minimum of 75% marks is required for qualification. | | Total Marks achieved | |
| Company Reference | | | |
| 1. Name of company
2. Name of company | | | |

Note

1: If company does not have formal procedure on Safety Management System than 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.

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.

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Annexure 2 (Refer Para 3.2 and 5.8)

Risk Assessment Form

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

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

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| Specific Task/Activity | Potential Hazards/Consequences | Class of Risk | Control Measures |
|---|---|---------------|--|
| Excavation / Civil work | Collapse of soil, Fall in excavated pit leading to Injury | 2 | <ol style="list-style-type: none"> 1. Use safety shoes. 2. Use Safety helmet. 3. Use PPE as per the annexure 7 of this CSM document 4. Hard Barricading of the worksite. 5. Refer Work instruction related to excavation / civil work for other details |
| Material lifting & Mechanical Erection work | Fall of material/object, Topple of crane, | 2 | <ol style="list-style-type: none"> 1. Mandatory compliance of crane checklist 2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured. 3. The operator's physical fitness and alertness should be judged by sup. / EIC. 4. Use PPE as per the annexure 7 of this CSM document 5. Refer Work instruction related to Material lifting & Mechanical Erection work |
| Road Safety | Road Accidents | 3 | <ol style="list-style-type: none"> 1. Mandatory compliance of TPCODL Road Safety policy W07(COR-P-12) |

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.

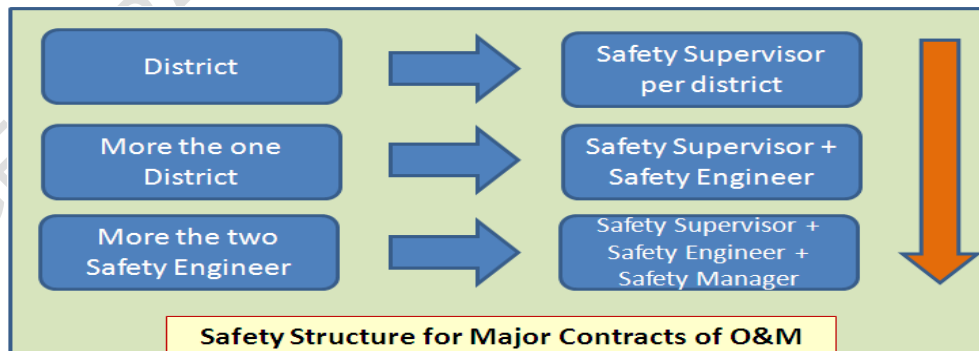
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Annexure 3.1 (Refer Para 4.0)

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.



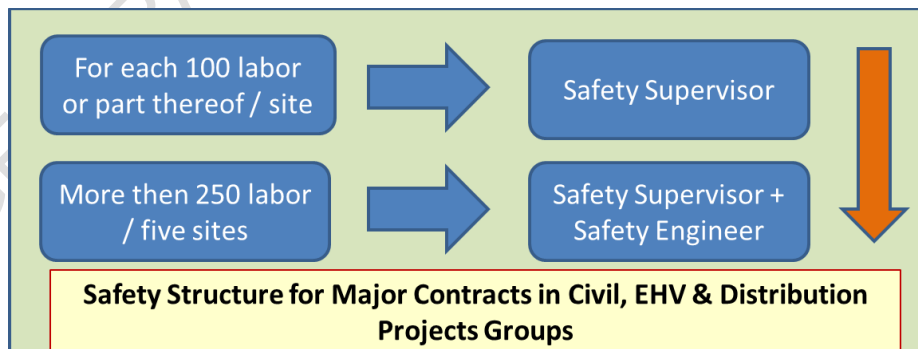
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Annexure 3.2 (Refer Para 4.0)

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 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.



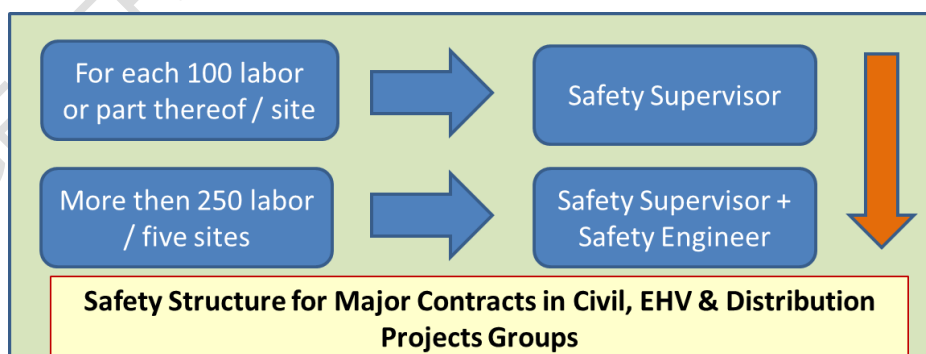
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Annexure 3.3 (Refer Para 4.0)

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 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.



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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.



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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 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.



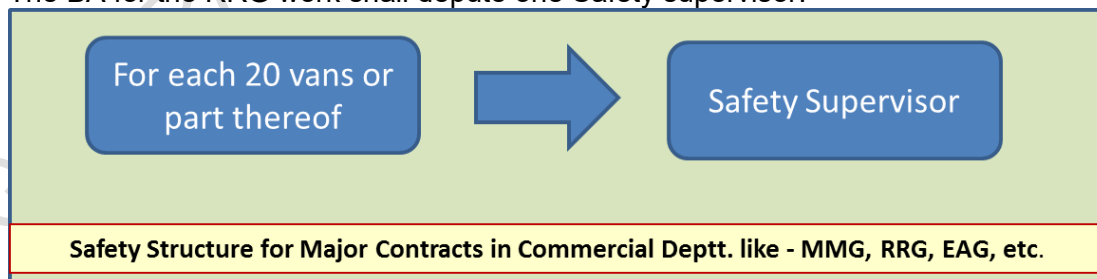
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Annexure 3.6 (Refer Para 4.0)

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.



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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 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 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.

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6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.
7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of 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 NCT of Odisha / other state Govt. in the trade of Lineman / Wireman / Electrician.
 4. A candidate must have attained the age of Eighteen years.

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

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.
- OR
2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.
- AND
- Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively
- OR
3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

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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

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

Session: 4

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

Session: 5

Topic: Practical demonstration of Safety Zone creation

FREQUENCY

Regular Safety Training Program

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

One Day Induction Safety Training Programs:

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

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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 | 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.

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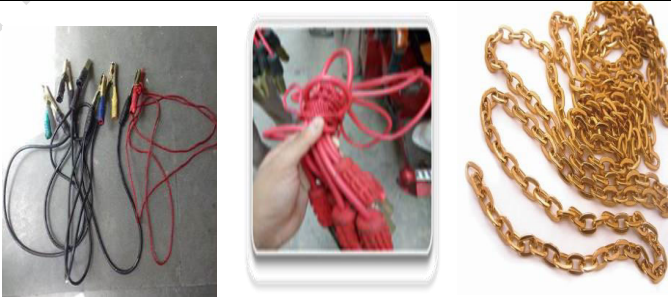
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPCODL.
3. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / 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 |  |

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| | | | |
|----|---|---------------------------|--|
| 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.

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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)

| | | |
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Annexure 9 (Refer Para 5.9)

PERFORMANCE REPORT – SAFETY

FOR THE MONTH OF.....

Name of BA :

Name of the Project and Purchase order No:

Date of commencement of work:

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

Cumulative Man Hour worked:

Total Number of

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

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

Detail of the Incident / Sub Standard Acts and Condition

| Activity | This Month | Cumulative (Total) | Day Lost (this month) | Days Lost (Cumulative) |
|---|------------|--------------------|--|------------------------|
| No. of the Incident | | | | |
| No. of lost time injuries | | | | |
| No. of dangerous occurrences | | | | |
| No. of near miss reported | | | | |
| Substandard Act/Conditions observed | | | Attach details of observation of this month | |
| Safety Violation Notice received (from 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 5th of every month along with bill. List of training of the current month and status of PPE to be also mentioned individual wise.

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

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ANNEXURE-L
VENDOR APPRAISAL FORM

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

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| | | | | |
|------------|--------------------|---|---|--|
| | | 8.3.2 NAME OF COLLABORATOR | : | |
| | | 8.3.3 RBI APPROVAL DETAILS | : | |
| | | 8.3.4 EXPERIENCE LIST OF COLLABORATOR | : | |
| | | 8.3.5 DURATION OF AGREEMENT | : | |
| | 8.4 | AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT | : | |
| | 8.5 | TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE) | : | |
| | 8.6 | QUALITY OF DRAWINGS | : | |
| 9.0 | MANUFACTURE | | | |
| | 9.1 | SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC. | : | |
| | 9.2 | POWER (KVA) | : | |
| | | MAINS INSTALLED | : | |
| | | UTILIZED | : | |
| | | STANDBY POWER SOURCE | : | |
| | 9.3 | MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE) | : | |
| | | 9.3.1 MATERIAL HANDLING | : | |
| | | 9.3.2 MACHINING | : | |
| | | 9.3.3 FABRICATION | : | |
| | | 9.3.4 HEAT TREATMENT | : | |
| | | 9.3.5 BALANCING FACILITY | : | |
| | | 9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC. | : | |
| | 9.4 | SUPERVISORY STAFF | : | |
| | 9.5 | ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.) | : | |

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|-------------|---------------------------------------|--|---|--|
| | 9.6 | NO. OF SHIFTS | : | |
| | 9.7 | TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.) | : | |
| | 9.8 | WORKMANSHIP | : | |
| | 9.9 | MATERIAL IN STOCK AND VALUE | : | |
| | 9.10 | TRANSPORT FACILITIES | : | |
| | 9.11 | CARE IN HANDLING | : | |
| 10.0 | INSPECTION / QC / QA / TESTING | | | |
| | 10.1 | NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE) | : | |
| | 10.2 | INDEPENDENCE FROM PRODUCTION | : | |
| | 10.3 | AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN | : | |
| | 10.4 | INCOMING MATERIAL CONTROL AND DOCUMENTATION | : | |
| | 10.5 | RELIABILITY/REPUTATION OF SUPPLY SOURCES | : | |
| | 10.6 | STAGE INSPECTION AND DOCUMENTATION | : | |
| | 10.7 | SUB-ASSEMBLY & DOCUMENTATION | : | |
| | 10.8 | FINAL INSPECTION AND DOCUMENTATION | : | |
| | 10.9 | PREPARATION OF FINAL DOCUMENTATION PACKAGE | : | |
| | 10.10 | TYPE TEST FACILITIES | : | |
| | 10.11 | ACCEPTANCE TEST FACILITIES | : | |
| | 10.12 | CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST) | : | |
| | 10.13 | STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE) | : | |
| | 10.14 | SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL | : | |
| | 10.15 | DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES | : | |
| | | i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED | : | |

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|--------|--|---|
| | ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE | : |
| 11.0 | EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX) | : |
| 12.0 | SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS | : |
| 13.0 | CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS) | : |
| 14.0 | POWER SITUATION | : |
| 15.0 | LABOUR SITUATION | : |
| 16.0 * | APPLICABILITY OF SC/ST RELAXATION (Y/N)
IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED | |
| 17.0 | ORGANIZATIONAL DETAILS
1. PF NO
2. ESI NO
3. INSURANCE FOR WORK MAN COMPENSATION ACT NO
4. ELECTRICAL CONTRACT LIC NO
5. ITCC / PAN NO
6. SALES TAX NO
7. WC TAX REG. NO | : |
| 18.0 | DOCUMENTS TO BE ENCLOSED:
1. FACTORY LICENCE
2. ANNUAL REPORT FOR LAST THREE YEARS
3. TYPE TEST REPORT FOR THE ITEM
4. PAST EXPERIENCE REPORTS
5. ISO CERTIFICATE –QMS, EMS, OHAS, SA
6. REGISTRATION OF SALES TAX
7. COPY OF TIN NO.
8. COPY OF SERVICE TAX NO.
9. REGISTRATION OF CENTRAL EXCISE
10. COPY OF INCOME TAX CLEARANCE.
11. COPY OF PF REGISTRATION
12. COPY OF ESI REGISTRATION
13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO
14. COPY OF ELECTRICAL CONTRACT LIC NO
15. COPY OF PAN NO
16. COPY OF WC TAX REGISTRATION
17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0
18. GSTN CERTIFICATE | |

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

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

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- **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.

GENERAL CONDITIONS OF CONTRACT