



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

**Procedure to Participate in E-Tender**

**Tender Enquiry No- TPWODL/HS/O/SER/2500001136**

Tender Enquiry No	Work Description	EMD (₹)	Tender Participation Fee (₹)	Last Date and Time for payment of Tender Participation Fee
TPWODL/HS/O/SER/2500001136	Hospitality Services at Various Guest Houses at PAN TPWODL, Odisha.	50,000/-	5,000	21.02.2026 1700 Hours

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

\*\* MSMEs registered in the State of Odisha shall pay the tender fee of Rs. 1,000/- including GST.

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

**Procedure to Participate in Tender to get tender link. Following steps to be done before "Last date and time for Payment of Tender Fee" as mentioned above.**

**1. Authorization letter:** Eligible and Interested Bidders to submit duly signed and stamped letter on Bidder's letterhead indicating

- Tender Enquiry number
- Name & Address of the Bidder
- Name of authorized person
- Contact number
- e-mail id
- Details of submission of Tender Participation Fee
- GST Registration No

2.

a) **For Regular Bidders:** Non-Refundable Tender Participation Fee, as indicated in table above, to be submitted in the form of direct deposit in the following bank account and submit the receipt along with a covering letter clearly indicating the Tender Reference no:

Beneficiary Name: TPWODL Expenditure Account  
Bank Name: Union Bank of India  
Branch Name: Sambalpur Naya Para  
Address: AT/PO: Sambalpur, Dist.: Sambalpur, Odisha-768001  
Branch Code: 536521  
Account No: 365201010033244  
IFSC Code: UBIN0536521

b) **For MSME Category Bidders.**



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

E-mail with necessary attachments of 1 and 2 above shall be sent to [hemanta.swain@tpwesternodisha.com](mailto:hemanta.swain@tpwesternodisha.com) with copy to [ajit.singh@tpwesternodisha.com](mailto:ajit.singh@tpwesternodisha.com) before "Last date and time for Payment of Tender Fee.

Interested bidders to submit Tender Participation Fee and Authorization Letter before Last date and time as indicated above after which link from TPWODL E-Tender system (Ariba) will be shared for further communication and bid submission.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPWODL E- Tender system (Ariba). User manual to guide the bidders to submit the bid through e- Tender system (Ariba) is also enclosed.

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

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

Any payment of Tender Participation Fee / EMD by Bidder who have not done the pre-requisite will not be refunded.

Also, all future corrigendums to the said tender will be informed on Tender section on website. <https://www.tpwesternodisha.com>.

**Norms for procurement from MSMEs registered in the state of Odisha:**

- 1) To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.
- 2) EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.
- 3) Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- 4) Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value prescribed.



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# **TENDER DOCUMENTS**



**TP WESTERN ODISHA DISTRIBUTION LIMITED**  
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## **OPEN TENDER NOTIFICATION**

**FOR**

**Hospitality Services at Various Guest Houses across  
TPWODL, Odisha for a Period of 02 Years**

**Tender Enquiry No.: TPWODL/HS/O/SER/2500001136**

**Due Date for Bid Submission: 02.03.2026 [17:00 Hrs.]**

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



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## 1. Event Information

### 1.1. Scope of work

Bids are invited in e-tender bidding process from interested and eligible Bidders for entering into a contract for Providing Hospitality Services at various Guest Houses of TPWODL and FCOE, Bhubaneswar for a period of 02 years, as defined below: -

S. No.	Description	Quantity	UoM
1.	Hospitality Services at Various Guest Houses & Offices of TPWODL, Odisha.	02	Years

*\*inclusive of GST*

### 1.2. Availability of Tender Documents

As per "Procedure for participating in tender".

### 1.3. Calendar of Events

(a)	Date of sale/ availability of tender documents from TPWODL Website	14.02.2026 up to 1700 Hours onwards
(b)	Last date and time of Payment of Tender Fee	21.02.2026 up to 1700 Hours
(c)	Last Date of receipt of pre-bid queries, if any	25.02.2026 up to 1700 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	26.02.2026 up to 1700 Hours
(e)	Last date and time of receipt of Bids	02.03.2026 up to 1700 Hours
(f)	Date & Time of opening technical bids	Participating Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Technical Bids are opened. Refer Section 4.2 for details
(g)	Date & Time of opening of Price of qualified bids	Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Price Bids are opened. Refer Section 4.5 for details.

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

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



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**Pre-bid meeting shall be scheduled online. Same shall be communicated to the interested bidders post receipt of their Tender Fee.**

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

- 1.4.1 EMD of requisite value and validity
- 1.4.2 Tender Fee in case the tender is downloaded from website
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Duly signed copy of Tender as an acceptance to all terms and conditions as mentioned in this TENDER.
- 1.4.5 Work executed details as per Qualification Requirement along with supporting documents.
- 1.4.6 Drawing, Type Test details along with sample of each item as specified at Annexure -I (If applicable).
- 1.4.7 Commercial specification details as per attached sheet.
- 1.4.8 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.9 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.10 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.11 Copy of PAN, GST, MSME Certificate (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

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

**1.5. Deviation from Tender**

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

**1.6. Right of Acceptance/Rejection**

Bids are liable for rejection in absence of following documents:

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

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



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**1.7 Qualification Criteria**

The prospective bidder must qualify all the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and TPWODL has a right to disqualify those bidders who do not meet these requirements:

- a) The bidder should have an average annual turnover of **Rs. 50 lacs** in last 3 Financial years. (**Balance Sheet, Profit & Loss Account Statement / CA Certificate for turnover shall be submitted as a supporting documents**)
- b) The bidder should have minimum **03 Years'** experience of (Copy of certificate required) of providing Hospitality Services in reputed organizations with a minimum single order value of 20 lac in any of the last 03 financial years (Purchase order/Customer order copy required) and should be either of the following:
  - Three similar completed works not less than the amount equal to 10 Lacs OR
  - Two similar completed works not less than the amount equal to 15 Lacs OR(Order copies /completion certificates to be submitted)
- c) Bidder must have all Statutory Compliance like Valid PAN, ESI registration, EPF registration & GSTN Registration.
- d) Bidder should have minimum 50 number of manpower on its company's roll (Documentary proof e.g. PF-ECR /ESI Challan etc. required)

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



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### **1.8. Marketing Integrity**

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, TPWODL reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace
- Breach of terms as published in TENDER/NIT

### **1.9. Supplier Confidentiality**

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

## **2. Evaluation Criteria**

- The bids will be evaluated technically on the compliance to tender terms and conditions
- The bids of technically qualified BAs will be evaluated commercially on the overall all-inclusive lowest cost for overall BOQ as calculated in the schedule of items. TPWODL however, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item. However, final decision in this regard shall be of TPWODL and shall be binding on the bidder.
- Bidder must mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPWODL may reject the bids.
- Bidder must provide breakup of the prices as quoted by them against line items as mentioned in schedule of items. In case, it is observed that the bidders have under quoted the prices against these line items in view of current market price, transportation cost etc. and TPWODL reserves right to out rightly -reject the bids.

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

**2,2 Quantity variation Clause:** There will not be any guarantee on quantity of job. Job has to be carried out on as and when required basis order from TPWODL on the quantity to be specified in the order.



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**NOTE:** In case of a new bidder not registered, existing sites shall be visited by TPWODL officials for confirming overall performance of the BA. However, TPWODL reserves the right to carry out site's inspection and evaluation for any bidder prior to technical qualification. In case a bidder is found as Disqualified in the sites visit evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPWODL shall be final and binding on the bidder in this regard.

### 3. Submission of Bid Documents

#### 3.1 Bid Submission

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

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

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

Bids shall be submitted in 3 (three) parts:

**FIRST PART: "EMD"** of Rs.50,000/ of shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / NEFT/ RTGS. The EMD shall be strictly in the format of Bank Guarantee as mentioned in General Condition of Contract, failing which it shall not be accepted by TPWODL and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

TPWODL Bank Details for transferring **EMD** is as below:

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

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

Please note that in such case, Tender Fee and EMD should be strictly 2 separate transactions. Please note as return of EMD from Bank Account is non-standard practice the same may take more time than return of EMD BG.



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

**EMD Delivery Address**

Head (Procurement & Contracts)

TP Western Odisha Distribution Limited Contract Office , Circle Office ,Ainthapalli, Sambalpur  
Dist – Sambalpur , Pin Code- 768004 (Odisha)

**SECOND PART: “TECHNICAL BID”** shall contain the following documents:

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

**The technical bid shall be properly indexed and is to be submitted through TPWODL E-tender System (ARIBA) only. Hard Copy of Technical Bids need not be submitted.**

**THIRD PART: “PRICE BID”** shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices, Taxes & duties, Freight etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

**Price Bid should be uploaded in soft copy through TPWODL E-Tendering system (Ariba) only & should not be uploaded in any folder other than assigned folder for price bid. Hard copy of Price Bid not be submitted.**

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



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**SIGNING OF BID DOCUMENTS:**

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with bid.

A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

**3.2 Contact Information**

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

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

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

**Communication Details:**

**Package Owner**

Name: Mr. Hemanta Kr Swain

Email ID: [hemanta.swain@tpwesternodisha.com](mailto:hemanta.swain@tpwesternodisha.com)

Contact No: 9099995729

**Escalation Matrix**

**Head-Procurement & Contracts**

Name: Mr. Ajit Singh

Email ID: [ajit.singh@tpwesternodisha.com](mailto:ajit.singh@tpwesternodisha.com)



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

**3.3 Bid Prices**

Bidders shall quote for the entire Scope of Supply/ work with a break up of prices for individual items and Taxes & duties. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPWODL. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply/service, breakup of price constituents.

**Applicable GST to be specified clearly.**

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

**3.4 Bid Currencies**

Prices shall be quoted in Indian Rupees Only.

**3.5 Period of Validity of Bids**

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

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

**3.6 Alternative Bids**

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

**3.7 Modifications and Withdrawal of Bids**

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.



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**3.8 Earnest Money Deposit (EMD), if applicable**

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

**The EMD shall be denominate in any of the following form:**

- a) Banker's Cheque/ Demand Draft/ Pay order drawn in favor of "TP Western Odisha Distribution Limited", payable at Burla only
- b) Online transfer of requisite amount through NEFT/ RTGS
- c) Bank Guarantee valid for **210** days after due date of submission
- d) The claim branch of BG (EMD) shall be Sambalpur /Burla /Rourkela

**The EMD shall be forfeited in case:**

- a) The bidder withdraws its bid during the period of specified bid validity.
- Or**
- b) The successful Bidder does not
    - I. accept the Purchase Order/Rate Contract, or
    - II. furnish the required Performance Security Bank Guarantee.

**3.9 Type Tests (if applicable)**

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

## **4 Bid Opening & Evaluation process**

**4.1. Process to be confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the TPWODL's processing of Bids or award decisions may result in rejection of the Bidder's Bid.

**4.2. Technical Bid Opening**

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



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

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

**4.3. Preliminary Examination of Bids/Responsiveness**

TPWODL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. TPWODL may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

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

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

Bid determined as not substantially responsive will be rejected by the TPWODL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**4.4. Techno Commercial Clarifications**

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, TPWODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPWODL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought by TPWODL. After all techno commercial issues are clarified, the date of price bid opening will be intimated to the technically accepted bidders.

**4.5. Price Bid Opening**

Price Bid of only Technically Qualified Bidders shall be considered and open internally by TPWODL. Bidders may present online /offline during opening of price bid at TPWODL Contract Office. Bidders will get mail intimation from TPWODL E-Tender system (Ariba) when their Price Bids are opened. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid



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opening will be forfeited at the sole discretion of TPWODL without any further correspondence in this regard.

#### **4.6. Reverse Auctions**

TPWODL reserves the right to conduct the reverse auction for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

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

No of bidders to be allowed 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.

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

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

## **5 Award Decision**

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

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

**NOTE:** Please note that intimation of Price Bid Opening will go only to those bidders who are Technically Acceptable and whose price bid are opened. Bidders who are not successful in technical or commercial part of the process will be intimated to collect EMD only after end of process.



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It is informed that TPWODL shall not provide status updates or give explanation of process followed for bidder selection criteria whatsoever, to any participating bidder.

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

## **6 Order of Preference/Contradiction**

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

1. Schedule of Items (Annexure I)
2. Post Award Contract Administration (Clause 7.0)
3. Submission of Bid Documents (Clause 3.0)
4. Technical Specifications/Scope of Jobs (Annexure II)
5. Inspection Test Plan (If any )
6. Acceptance Form for Participation in Reverse Auction (Annexure VI)
7. General Conditions of Contract Service (Annexure VII)

## **7 Post Award Contract Administration**

### **7.1. Special Conditions of Contract**

- The overall period of the contract shall be for a period of 02 years. The contract shall however initially be placed for a period of one year only. Based on the performance of the BA , TPWODL reserves the right to extend the contract value on a year-to-year basis as per the agreed rates.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 15 days. PBG applicable shall 10% of Contract Value, with validity till guarantee period plus one month claim period.
- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPWODL. However, in case of delay in order execution owing to reasons not attributable to TPWODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPWODL.
- All other terms and conditions of TPWODL GCC shall be applicable.
- Quotation in all BOM items is mandatory, and bid shall be rejected if any line of found blank in un price bid.
- TPWODL shall short close the issued Purchase Order, in case of any Service issues.
- **Termination-** During the course of the execution, if at any time TPWODL observes and opines that the work under order is not being performed in accordance with the terms of this Agreement or TATA code of conduct is not being followed, TPWODL shall have the right to terminate the agreement by serving a 30 days' notice of termination on the BA in accordance with clauses of this Agreement. TPWODL shall be entitled to recover all damages from BA including losses occurred



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

- Unless communicated by TPWODL in writing, the contract shall automatically stand terminated after the expiry of its validity period without serving any notice thereof.
- Any change in statutory taxes, duties and levies up to the schedule date of completion shall be borne By TPWODL and supported by necessary documents, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPWODL.

**COMPENSATION FOR BA PERSONNEL.**

**# 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 and the arrangement should be such that it would get reimbursed to the BA by the insurance agency subsequently.
- All other terms and conditions of TPWODL General Conditions of Contract shall be applicable.

**7.2 Drawing Submission & Approval (If required)**

Within 15 days of PO issuance by TPWODL, it is the responsibility of BA to submit all the drawings and GTP for manufacturing clearance. In case BA delays submission of CAT-A / GTP/drawing for necessary approvals within mentioned timelines, then TPWODL reserve the right to cancel issued rate contract / release order and also reserve the right to forfeit EMD / PBG

**7.3 Contract Period**

Contract shall be valid initially for 01 year and after successful completion of 1<sup>st</sup> year contract, we may put up for our management approval for further extension with same price and terms YoY basis.

**7.4 Warranty Period**

Not applicable.

**7.5 Payment Terms**

Payment shall be made to BA within 60 days on receipt of certified Bills subject to fulfillment of contractual obligations. BA shall raise bill (s) on monthly basis to TPWODL through SIGITEK portal by 7th of each month for certification of work and performance evaluation. This would be verified by TPWODL authorized person for payment after deducting amount for non- compliance as listed in Scope of Work / Service Level Agreement



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### **7.6 Climate Change**

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change. Please refer attached Environment Policy and Sustainability Policy, Annexure-XI for more details.

### **7.7 Ethics**

TPWODL is an ethical organization and as a policy TPWODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

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

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

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

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

[ppt@tpwesternodisha.com](mailto:ppt@tpwesternodisha.com).

### **8 Specification, Scope of Work and Standards**

Attached separately with tender (As per Annexure II)

### **9 General Condition of Contract**

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

### **10 Safety**

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

<http://www.tatapower.com>



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**ANNEXURE-I**

**Location wise Proposed Manpower List (ANNEXURE-I) (Table-1)**

Sl. No	Name of the Location	No of Housekeeping Staffs (Un-Skilled)	Supervisor/ Receptionist (High Skilled)	Cook (Skilled)	Asst Cook /Steward (Semi-Skilled)	Utility (Semi-Skilled)
1	Bhubaneswar Guest House (Cook having 3 Star Hotel Exp required)	2	1	1	2	1
2	FCOE Office, Bhubaneswar	0	0	0	2	0
3	Burla Guest House	1	0	1	1	0
4	Bolangir Guest House	1	0	1	1	0
5	Bhawanipatna Guest House	1	0	1	1	0
	<b>TOTAL MANPOWER AS PER BOQ</b>	<b>5</b>	<b>1</b>	<b>4</b>	<b>7</b>	<b>3</b>

**Schedule for Items (Table-2) (Hospitality Services)**

S. No	Location of Guest House	UoM	Unit Rate Per Month in Rupees (A)	Taxes in Rupees (B)	Total Amount per Month (Inclusive of Taxes) in Rupees (C=A+B)
1	Bhubaneswar Guest House	Month			
2	FCOE Office, Bhubaneswar	Month			
3	Burla Guest House	Month			
4	Bolangir Guest House	Month			
5	Bhawanipatna Guest House	Month			
<b>TOTAL PER MONTH INCLUSIVE OF TAXES</b>					
<b>TOTAL PER ANNUM INCLUSIVE TAXES</b>					



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S. No	Type of Manpower	UoM	Unit Rate Per Month in Rupees (A)	Taxes in Rupees (B)	Total Amount per Month (Inclusive of Taxes) in Rupees (C=A+B)
1	House Keeper (Semi-Skilled) along with materials	MON			
2	Asst Cook /Steward/Utility (Semi-Skilled)	MON			
3	Cook (Skilled)	MON			

**NOTE:**

- The bidders are advised to quote prices strictly in the format attached.
- **The price shall remain fixed**, however, the rates shall be revised on account of any revisions in minimum wages.

Amount for increment shall be based on percentage hike calculation on minimum wages on applicable category of workforce (as per Odisha State Govt. Rules) and not on amount quoted / finalized during the award.

**All bidders are required to quote inclusive of Conveyance, Uniform, Tool & Tackles, Cleaning Equip., Material & Management Fees for all 12 months which shall remain fixed for entire period.**

- It is mandatory to quote for both the Table 1 and 2, however TPWODL reserves the right to assign to any BA to any Guest House at any Location.
- The contract shall be placed for a period of one year only. TPWODL reserves the right to extend the contract 2nd year based on performance of the bidder and management approval.
- The bids will be evaluated commercially on the overall all-inclusive lowest cost basis on overall BOQ
- The bids will be evaluated commercially on the **overall all-inclusive lowest cost for the individual line item** as defined in the tender BOQ as calculated in Schedule of Items TPWODL However, reserves right to split the order line item wise and/or quantity wise among more than one Bidder. Hence all bidders are advised to quote their most competitive rates against each line item.
- Maximum of 2 Guest Houses will be assigned to a single BA.
- Bidders are advised to quote most competitive rates considering all factors like geographical layout, site conditions, all local conditions and factors, which may have any effect on the execution of the contract safety requirements
- In case of increase in quantity for any item, the unit rate mentioned above shall be considered for the same.



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## **ANNEXURE-II**

### **Scope of Work & Service Level Agreement for Hospitality Services**

#### **1. Housekeeping Services: Regular Work**

The housekeeping Work will be comprehensive in nature and would include all such activities as required to keep the floors, walls, ceiling furniture, toilets, interiors and exteriors of the premises in hygienic, sanitarily and best cleaned/maintained condition. Vendor shall maintain a proper checklist with the format approved by TP Western Odisha Distribution Ltd (hereafter referred to as TPWODL) administration for all the activities performed by them.

Broad outline of the scope shall be as under:

The TPWODL Guest Houses shall be kept clean at least half an hour prior to the start of each working day and throughout the day in all working days including lunch and tea break.

Different kind of machine required for housekeeping services on site like floor cleaning, carpet shampooing, vacuum cleaner etc. as and when required.

The services shall include but not be limited to the followings:

#### **1.1 Daily/Morning/Day Work**

- A. Dusting of tables, chairs, computer and other belongings at table and side table including pedestal/wall-mounted/table fan and lamps/emergency lights before the office start.
- B. Dusting and cleaning of telephone instrument with Dettol
- C. Dusting and cleaning of notice boards, partitions, glass cleaning, electrical fittings.
- D. Cleaning of corridors staircases and common area.
- E. Cleaning/removing of any types of stains in the Guest House premises.
- F. Checking of toilets and washrooms on regular intervals and keeping clean and dry at all the times and availability of the material in the toilets
- G. Cleaning/ Sweeping and wiping of floors, furniture and toilet continuously during morning & evening hours.
- H. Brushing/Vacuum Cleaning of carpet area.
- I. Disposal of Garbage in the garbage bags.
- J. Checking of EWC/Indian WC with cistern and urinal with cistern.
- K. Checking/pumping of floors traps and waste line.
- L. Service Provider must provide enough trained and experienced staff for housekeeping with proper uniform and safety PPEs to manage the requirement on everyday basis.
- M. Dusting and cleaning of skirting.
- N. Dusting and cleaning of all doormats along with sanitary bins.



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**1.2 Guest House Management**

- A. Unit Manager should be from hospitality management background and smart enough to handle situations.
- B. Trained resources to be provided inclusive of Chef, Cooks, Asst Cook, helpers, and people on general services keeping in mind the total strength of employees to be catered for.
- C. The Chef & cooks shall be trained in Indian, Chinese, Continental & Mughlai
- D. The resources shall be fully trained in manners and etiquette, shall always be well dressed in uniform, presentable, have a pleasant approach and trained for service industry. The team should be smart enough to handle Hi profile visit.
- E. Canteen & Kitchen hygiene to be maintained with the highest standards and regular medical checks of all personnel bi-annually. Also, skin test is required for all workmen in Kitchen on bi-annual basis.
- F. Cooking and serving staff to wear caps, masks, hand gloves and proper apron all the time during work.
- G. No personnel of service provider working in the Guest House should chew tobacco, gutka or possess any narcotics or banned products. For any single incident, a penalty of Rs. 1000/- would be levied on the service provider apart from taking appropriate action, if required.
- H. All staff employed should have proof of residence and they shall be either an Indian national or a resident of Nepal, any other nationality should be authorized for work permit from the Govt of India.
- I. All transportations are in the Scope of the Service Provider only.
- J. Kitchen hygiene needs to be maintained to the highest standards with regular medical checks of all resources cooking and serving staff to wear caps and hand gloves while serving.
- K. The Service Provider shall provide, breakfast (unlimited) with tea, lunch, dinner, evening tea etc. to our employee / guests / visitors as per the menu decided by the committee at the mutually agreed rates. The Service Provider shall not charge more than the agreed rates from the employee/ guest. Fix timing for serving tea/coffee, breakfast, lunch, dinner etc. shall be decided by the Management and Service Provider shall adhere to these stipulated timing. Variety of tea should be provided i.e. normal tea, green tea of good brand, masala tea, lemon tea etc.
- L. The food should be prepared under hygienic conditions and good quality raw material must be used which is approved by Management only.
- M. The preparation of food will be done based on the number of employees/ guest/ visitors/ workforce present. TPWODL will not accept any claim for any wastage in catering service. All materials including cooking gas etc. must be arranged by the Service Provider at his own cost. Repairing & Maintenance of kitchen equipment will be in the scope of Service Provider only and they must hand over the same on same conditions after completion of the contract period.
- N. Raw material for preparing food should be purchased from reputed suppliers. TPWODL or its representatives will be at liberty to inspect the materials brought by the Service Provider at any time and to reject any sub-standard items of materials which will be at the cost of the Service Provider.
- O. Catering services for small and large events, as & when required.
- P. Experienced F&B executives required. Management has right to change any point of time.
- Q. The Unit Manager will be responsible for providing reports on occupancy in GH to ES&A Dept.



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- R. Feedback/ suggestions needs to be taken from all users which is mandatory.
- S. Any loss will be recovered from Service Provider. Service Provider must be arranged the same without any delayed.
- T. Breakages report to be maintained and send to the ES&A weekly basis also must maintain excel sheet. Any breakage over 5% of the cutlery, crockery and utensils provided by TPWODL needs to be replaced by the Service Provider
- U. TPWODL shall provide electricity along with fix electric appliances in pantry & GH without any charges to the Service Provider. However, it will be the responsibility of the Service Provider to maintain / repair / replace fix electric appliances in case of any damage / theft /destroy in whatever way.
- V. The Service Provider should also procure LPG usage and store license before starting the GH services and further ensure timely procurement commercial LPG cylinders from the dealer and electrical appliances for cooking food, meals, tea and snacks at GH on his own cost. Service Provider should not use such commercial LPG or any other equipment in any locations within the TPWODL premises except GH.
- W. The Service Provider shall not engage himself with any other business other than specified in agreement / order in TPWODL premises. In case, it is found otherwise then TPWODL reserves the right to terminate the agreement / order immediately.
- X. Any loss due to thefts will be the responsibility of the contractor and he is supposed to make it up on his own expense.

### 1.3 Work Specifications

- A. The breakfast should be ready by 0815 hrs., Lunch by 1230 hrs., Dinner by 2015 hrs., Evening Snacks by 1730 hrs.
- B. Breakfast (unlimited) will be provided as per the menu decided by TPWODL.
- C. Dining hall and Kitchen to be cleaned minimum thrice every day and laid out half an hour before the mealtime.
- D. Water bottles/ Water Jugs glasses, Spoon & Fork, tissue papers and other amenities to be placed on every table along with salt & pepper holders.
- E. Layout will be as per the specification of the management
- F. The menu for lunch/dinner (unlimited) **01 salad, lemon pieces, Papad, Pickle, 01 dry and 01 gravy sabji (01 seasonal vegetable), 01 dal, roti/ chapati/butter roti & Rice.** Menu shall be decided by TPWODL ES&A only.
- G. All cutlery, crockery, glasses, water bottles etc. shall be provided by TPWODL

### 1.4 Guest House Operation Management

- A. Changing the bed sheets every alternate day for guest house or as when required basis, making of bed, cleaning of the toilets/bathroom & accessories, cleaning/dusting of tables, chairs, cupboard, railing, window pan, kitchen area, on daily basis.



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- B. Blankets needs to be washed twice a year in-house. All Linen items including towels will be provided by the company. However, washing, ironing and accessories are in the scope of the service provider.
- C. Manage Guest House bookings and maintain the reception – front office (trained & Smart personnel)
- D. Washing and mopping of floors inside and outside of the rooms on daily basis with appropriate chemicals and water solution is to be done.
- E. Cleaning of waste bin, wash basins, mirrors, bathroom, walls, WC in bathroom, fixtures, windowpanes, buckets, mugs, tumblers, jugs, bed side table, Almirah, TV AC, Geyser and other utensils with appropriate chemicals. (as suitable), to keep them in clean and hygienic condition. Dust bin cover should be used in all conditions.

**Regular provisions to be made in each room of the visiting Guest by the service provider as detailed below:**

- 1. Toilet paper roll, soap (Lux/Dove), shampoo (Head & Shoulder small), multi-fold Soft Tissue packet should be kept in All rooms of GH & dining area.
- 2. Odonil, naphthalene balls (White Cube only), liquid soap (Dettol, Lifebuoy & Palmolive), Premium napkin, (Grooming kit) all – out liquid/good night mat with machine (Good Night), candle, match box etc. are to be provided by the Service Provider at his own cost for use in Guest Room of Field Hostel.
- 3. Vacuum Cleaner Industrial, Industrial Ladder etc is in the scope of Service provider (mandatory equipment – should be available in running conditions all the time)
- 4. Replace pencil cell of all remotes of for all rooms are in service provider scope.
- 5. Maintaining proper layout of furniture and fixtures at GH .
- 6. Maintaining of good look and upkeep of all rooms including common facility and open area in and around the building throughout the period of contract.
- 7. Record keeping of all furniture/fixtures, provided in GH and checking in/out of visitors/guests with all the necessary details
- 8. Daily cleaning check list to be maintained for all the areas and submitted along with the monthly invoices or as when required which should be followed strictly

All linen items will be supplied by TPWODL at the beginning of the contract and the same needs to be returned after completion of contract in as is condition, except normal wear and tear. For missing/lost items recovery will be made as per actual costs of the item.

**1.5 Laundry Services**

Laundry charges (washing and ironing) shall be in the scope of the service provider. Washing Machine will be provided by TPWODL.



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**TPWODL will pay a reasonable for consumables depending on the usage of the GH at an actual basis**

Arrangement are to be made for washing/dry cleaning and ironing of all kinds of linen materials such as bed covers, bed sheets, curtains, sofa covers, pillow covers, towels, blankets etc. The above materials shall be changed after each change of occupancy or three days of continuous of occupancy, whichever is lower. Laundry sheet should be used for proper tracking of laundry items. Laundry reports also must produce with Monthly invoices

**1.6 Reception**

The reception needs to be managed by the Service Provider at the Guest House and following functions needs to be performed:

- A. Reception will receive the guests when they arrive at the GH
- B. All guests will be escorted to the respective room as allotted by ES&A Dept.
- C. Receptionist will make the entry in the occupancy register duly signed by the visiting while they arrive.
- D. Will hand over all the keys of cupboard to the employee. Reception will not take those keys till the time the room is finally vacated by the employee.
- E. The person manning the reception must be competent in computer operation

**Other Terms & Conditions**

- 1. In the event of any breakage/damage, misplacement, pilferage/theft of any item/equipment, the Service Provider shall be responsible to repair/replace the same at his own cost failing which, TPWODL shall be entitled to deduct from their bills, the requisite amount as decided by the officer-in-charge to make good of the loses.
- 2. The Service Provider shall provide uniforms to their workmen and no extra payment shall be admissible on this account.
- 3. For smooth carrying out of the work as specified, the Service Provider shall ensure presence of reasonable resources (Few items given in Annex-A for reference).



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## Annexure – A

Sr. No	Item Name	Brand
1	Ajwain	J.K. / MDH
2	Anni Seed Big/ Saunf	J.K.
3	Anni Seed Fine / Saunf	J.K.
4	Corn flour	BROWN & POLSON
5	Atta Branded	SHAKTIBHOG / ASHIRWAD / PILSBERRY
6	Brown Sugar Sachet	MAWANA / TRUST
7	Baby Corn	KYTE'S
8	Besan Branded	ASHIRWAD / FORTUNE
9	Black Pepper Powder	EVEREST / MDH / CATCH
10	Butter- Chippet Cube	AMUL / BRITANNIA
11	Coconut Powder	KRISHNA / MADHAV/JK
12	Coffee Powder	NESCAFE / BRU
13	Corn Flakes	KELLOGS
14	Custard Powder	BROWN & POLSON
15	Dhaniya /Coriander Powder	EVEREST / CATCH / MDH
16	Dhokla Powder	GITS
17	Dry Mango	EVEREST / MDH / CATCH
18	Ghee	AMUL / PATANJALI / BRITANNIA
19	Gulab Jamun Powder	GITS / HALDIRAM
20	Haldi Powder/ Turmeric	EVEREST / CATCH / MDH
21	Honey	DABUR
22	Jam Mixed fruit	KISSAN / NATURE LAND
23	Jam Pineapple	KISSAN / NATURE LAND
24	Jeera/Cumin	G.M. / JK



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25	Kashmiri Mirch	EVEREST / MDH / CATCH
26	Kasurimethi	EVEREST / MDH / CATCH
27	Kesar/ Saffron	EVEREST / MDH / CATCH
28	Maida Branded	NAVJIVAN/ ASHIRWAD
29	Maida Local	KISSAN BHOG
30	Mango Powder	EVEREST
31	Masala Biriyani	EVEREST / MDH / CATCH
32	Masala Chana Powder	EVEREST / MDH / CATCH
33	Masala Chat	EVEREST / MDH / CATCH
34	Masala Chhole	EVEREST / MDH / CATCH
35	Masala Chicken	EVEREST / MDH / CATCH
36	Masala Garam	EVEREST / MDH / CATCH
37	Masala Kitchen King.	EVEREST / MDH / CATCH
38	Masala Meat	EVEREST / MDH / CATCH
39	Masala Pani Puri	EVEREST / MDH / CATCH
40	Masala Paw bhaji	EVEREST / MDH / CATCH
41	Masala Rajma	EVEREST / MDH / CATCH
42	Masala Sabji	EVEREST / MDH / CATCH
43	Masala Sambhar	EVEREST / MDH / CATCH
44	Mushroom Tin	KYTE'S
45	Milk Powder	AMUL / NESTLE
46	Mineral Water 1 Ltr	BISLERI / AQUAFINA/ KINLEY
47	Keora Water	DABUR
48	Namkeen Mix	HALDIRAM
49	Mustard Oil	FORTUNE / DHARA – Kacchi Ghani
50	Soya Oil	NATUREFRESH / FORTUNE



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51	Papad Masala	LIJJAT
52	Peas frozen	VADILAL
53	Pepper White Powder	EVEREST / CATCH / MDH
54	Pickle Mango/ Achar	NILONS / PRIYA
55	Rai/ Mustard Seed	J.K / G.M
56	Red Chilly Powder	EVEREST / CATCH / MDH
57	Red Chilly Powder Kashmiri	EVEREST / MDH / CATCH
58	Rice-1 – Biryani Rice	INDIA GATE
59	Rice-2 – Normal Rice	INDIA GATE
60	Rose water/ Gulab Jal	DABUR
61	Salt Black	CATCH
62	Salt	TATA
63	Sauce Red Chilli	CHINGS/ KISSAN
64	Sauce Soya	CHINGS/ KISSAN
65	Sauce Tomato	KISSAN / MAGGI
66	Sause Green Chilly	CHINGS/ KISSAN
67	Soyabin Bari	NEUTRELA / FORTUNE
68	Sugar	MADHUR
69	Suji/ Rawa	GANESH/ SHAKTIBHOG/UTTAM
70	Tea Bag/ GREEN TEA	TAJMAHAL / TETLY/ TWININGS
71	Tea Branded	WAGHBAKRI/AGNI/RED LABEL/ TATA TEA GOLD/ LIPTON/ TAJMAHAL
72	Tomato Pure	KISSAN / DELMONTE
73	Vermicelli/ Semaiya	BAMBINO / NILONS
74	Wafer Chips	LAYS/ BALAJI
75	Butter	AMUL
76	Fresh Cream	AMUL



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77	Paneer	AMUL
	<b>VEGETABLE</b>	
78	Potato	12-15 pcs. Per kg
79	Onion	12-15 pcs. Per kg
80	Bittergroud / karela	12-15 pcs. Per kg
81	Brinjal	.150 gm. Each 30 approx..
82	Cabbage green	.500-.700 gm. Each 30 approx.
83	Capsicum	12-18 pcs. Per kg 30 approx.
84	Carrot	12-15 pcs. Per kg
85	Cucumber	5-8 pcs. Per kg 30 approx.
86	Raw papaya	3-4 pcs. Per kg 30 approx.
87	Tomato	12-15 pcs. Per kg appx.
88	Cauliflower	Minimum 3 layers leaves .400 gm appx.
89	Louki	.500-.700 gm. Each
90	Anar	5-8 pcs. Per kg
91	Apple	6-8 pcs. Per kg
92	Banana	8-10 pcs. Per kg
93	Ripe papaya	800 gm – 1kg. Per piece
94	Pineapple	600 - .800 gm. Per piece
95	Watermelon	2 – 3 kg. per piece
96	Fish Rohu	Minimum 1.5 kg. per piece
97	Chicken	800- .900 gm. Per chicken

**2 LD Clause: -**

In order to ensure effective deployment of desired service levels across all Guest Houses, pro-active audits shall be done by nominated employees from time to time. Any gaps observed during such audits carried out shall attract suitable penalty as mentioned below: -



**TP WESTERN ODISHA DISTRIBUTION LIMITED**  
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2.1 At Guest House where only one housekeeping staff is deployed, non-providing of Housekeeping staff will attract penalty of proportionate amount of the day.

2.2 Non-providing of Cook / Steward will attract penalty of proportionate amount of the day.

2.3 Penalty of Rs. 100/- per day/per instance for not wearing proper uniform and I-Card shall be levied.

2.4 Surprise check would be carried out by Admin-Dept. and if any level of hygiene, cleanliness conditions are found unsatisfactory on site especially with regards to washrooms, dining area, Room, water supply points, pantry area, etc. Rs. 500.00 per instance / per day / per office will be deducted as penalty.

2.5 During surprise checks, in case deficiency of any housekeeping/Pantry related material as prescribed above in the list is noticed / found, penalty of Rs. 500.00 per instance / per day/per location shall be levied.

If any housekeeping/ Pantry related material is not made available on site despite repeated requests / reminder by concerned admin nodal officer on site, such material shall be arranged / purchased from nearby local market and its cost shall be debited to the agency deployed.

TPWODL may enforce the termination clause, in case of continuous deterioration of the services, if observed.



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**SERVICE ACTIVITIES DELIVERABLES AS PER SLA**

Service level performance parameters need to have minimum 100% compliance for each performance parameter as per below table.

<b>Activity Index- Hospitality Services at Different Guest Houses Mentioned in BOQ</b>				
<b>Sr. No.</b>	<b>Activity</b>	<b>Activity in %</b>	<b>Activity Cost (per month) [Inclusive of all taxes]</b>	<b>Activity Cost Per Annum</b>
1	General	10%		
2	Uniform	10%		
3	Housekeeping Daily activity	20%		
4	Pantry Services	15%		
5	Guest House Management	15%		
6	Service & Delivery Report	10%		
7	Storage, Security & management of Material*	10%		
8	Statutory & Legal	10%		
<b>Activity Total</b>		<b>100%</b>		

PLEASE REFER ATTACHED SERVICE DELIVERABLES SHEET FOR CALCULATION OF NON -PERFORMANCE PENALTIES FOR EACH ACTIVITY.



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**ANNEXURE III**  
**Schedule of Deviations**

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

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

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

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

**Seal of the Bidder:**

**Signature:**

**Name:**



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**ANNEXURE IV**

**Schedule of Commercial Specifications**

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

<b>S. No.</b>	<b>Particulars</b>	<b>Remarks</b>
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (90 days) (From the date of opening of bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

***Seal of the Bidder:***

***Signature:***

***Name:***



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**ANNEXURE V**

**Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below: -

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this tender	
3	Signed copy of this tender as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates if applicable	
16	Client Testimonial/Performance Certificates if applicable	
17	Credit rating/solvency certificate if applicable	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	
20	Drawings/Documents mentioned in Sr no. 18 of the specification	

**Seal of the Bidder:**

**Signature:**

**Name**



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**ANNEXURE VI**

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

*(To be signed and stamped by the bidder)*

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

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

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

**Signature & Seal of the Bidder**



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**ANNEXURE VII**

**General Conditions of Contract – Attached Separately with the tender.**

	TP WESTERN ODISHA DISTRIBUTION LIMITED	
	WORK INSTRUCTION /OPERATING GUIDELINES	
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<b>2.0</b>	<b>ETHICS</b>
<b>3.0</b>	<b>CONTRACT PARAMETERS</b>
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3.2	Contract Commencement Date
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3.4	Contract Period/Time
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3.10	Reverse Auction
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4.8	Rights of TPWODL to vary the scope work
<b>5.0</b>	<b>PRICES/RATES/TAXES</b>
5.1	Changes in statutory Tax Structure
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6.5	Quantity Variation
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<b>9.0</b>	<b>STATUTORY COMPLIANCE</b>
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9.3	Affirmative Action
9.4	Compliance to Labour Laws
9.5	Compliance to C&D Waste Management Rules & Environment (Protection) Amendment Rules
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10.1	Knowledge of Requirements
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12.5	Guarantee Period for Goods Outsourced
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21.1	Suspension for Convenience
21.2	Suspension for Breach of Contract Conditions
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<b>23.0</b>	<b>Dispute resolution and arbitration</b>
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<b>25.0</b>	<b>ATTRIBUTES OF GCC</b>
25.1	Cancellation
25.2	Severability
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<b>26.0</b>	<b>INSURANCE</b>
<b>27.0</b>	<b>ERRORS AND OMISSIONS</b>
<b>28.0</b>	<b>TRANSFER OF TITLES</b>
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<b>31.0</b>	<b>LIST OF ANNEXURES</b>

## 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.

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

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

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

## 2.0 ETHICS

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

The main objective of the Ethics Management Team is to:

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

All members of Team TPWODL, Associates and Stakeholders are requested to register any grievance on ethics violation.

## 3.0 CONTRACT PARAMETERS

### 3.1 Issue/ Award of Contract

TPWODL awards the contract to the Associate in writing in the form of Purchase order (PO) or 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 TPWODL copy of the contract document duly signed by legally authorized representative of associate, within two days of Effective Date of Contract for contracts having contract execution time less than 30 days and within five days for all other contracts.

### 3.2 Contract Commencement Date

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

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### **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 TPWODL.

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

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

### **3.8 Contract Document**

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

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

### **3.9 Contract Language**

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

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

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

### 3.10 Reverse Auction

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

### 4.0 SCOPE OF WORK

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

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

The associate shall deliver equipment/material at site/stores, carry out erection, testing and commissioning and put into satisfactory operation as defined in contract. Unloading at site, storage, preservation, security and handling of the items at 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 TPWODL. All these activities shall be performed in line with original equipment manufacturers' recommendations and/or as per best engineering practices, with due consent of TPWODL 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.

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

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

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

#### **4.1 Indemnity**

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

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

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

#### **4.2 Display of Notice Boards at Work Sites**

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

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

#### **4.3 Disposal of Waste at Site**

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

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

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

#### **4.4 Deployment of Work Force**

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

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

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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. The cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits at 125% of cost of such materials.

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

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

#### **4.8 Rights of TPWODL to vary the scope work**

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

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

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

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

The Prices and Rates are inclusive of cost of materials supplied as per contract terms and for which MDCC is issued by TPWODL and to the extent required for completion of works, cost of service executed as per schedule of quantities, cost of testing as per contract terms, cost of documentations including all relevant test certificates and other supportive

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documents to be furnished as per contract terms. The rates shall remain firm till actual completion of contract.

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

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

### **5.1 Changes in Statutory Tax Structure**

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

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

## **6.0 TERMS OF PAYMENT**

### **6.1 Pre-Requisites for Payment**

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

### **6.2 Bills & Invoices**

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

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

Bills/ invoices shall mention Associate's GST 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**

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

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

### 6.3.1 Statutory Deductions

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

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

The Engineer-in-Charge as stated in the Order shall be responsible for certification of the work executed and the bills. Bills (including original) shall be submitted in triplicate at Bill Inward Receipt Desk (BIRD) of TPWODL.

### 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 TPWODL and not on the basis of contract quantity.

### 6.6 Full and Final Payment

Full & Final Payment in all contracts shall be made subject to the associate submitting "No Demand Certificate", in the format as per Annexure-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 TPWODL records, on whose name Contract has been issued. Those Associates opting for the RTGS mode shall submit the details of Bank Account and other details as per annexure J. Further, for any payments made, TPWODL is not responsible for any consequences/disputes Associate have among the owners channel partners, sub-Associates and all such dispute/concerns shall be settled solely by the Associate.

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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 TPWODL Engineer-in-Charge before raising any bill of work done. In the event Associate fails to do so, TPWODL at their sole discretion, may take measurements of work done and proceed as deemed fit and in such an event Associate's right to lodge any subsequent claim shall stand forfeited.

## 8.0 SECURITY CUM PERFORMANCE DEPOSIT

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

- (a) 5% of the PO value if purchase order value is more than Rs 5 Crores.
  - (b) 10% of the PO value if purchase order value is less than Rs 5 Crores.
- This shall remain valid till the end of the Guarantee Period of contract, plus one month.
- (c) 5% of the RC value in case of Rate Contract. This shall remain valid till the Guarantee period plus one month.
    - For PO/RC values less than Rs. 5 lacs, Associate may request for deduction of amount equivalent to SPBG value from their first invoice. Such amount shall be withheld by TPWODL while processing the invoice and shall be released after completion of Guarantee Period plus one month.
    - For PO/RC values less than Rs. 3 lacs, the clause (8.0) for Security cum Performance Bank Guarantee (SPBG) shall not be applicable.
    - In case of RC (Rate Contract) after the expiry of RC validity, Associate shall have to submit SPBG. However, the Associate has the option to re-submit the SPBG as per actual RO (Release Order) value issued against the RC, valid for Guarantee Period plus one month. The Guarantee Period shall be considered as per the last RO issued against the said RC. The original SPBG as submitted against the RC shall be released on submission of the new SPBG to TPWODL. Alternatively, Associate may extend the validity of original SPBG only till the requisite period, i.e. guarantee period plus one month.

## 9.0 STATUTORY COMPLIANCE

### 9.1 Compliance to Various Acts

Associate should ensure adherence to the Anti-Lobbying, Debarment, Drug-Free, Child Labour, Factories Act and Shop and Establishment Workplace Certification, Registration details under 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 TPWODL indemnified in this regard against any such

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claim and provide documentary evidences of the same to TPWODL. TPWODL shall be entitled to, if necessary, make such payment and recover the amount from Associate.

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

### 9.2 SA 8000

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

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

### 9.3 Affirmative Action

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

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

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

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

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

**\*\*Classification of 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 TPWODL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, TPWODL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

#### **9.5 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 TPWODL/Consultants shall not in any way relieve the Associate from his responsibility and executing the works in accordance with the terms of contract.

### **10.2 Adherence to Rules & Regulations**

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

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

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

## **11.0 SAFETY**

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

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

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Safety related requirements as mentioned in our Contractor Safety Management System is attached as annexure K and is an integral part of this GCC. TPWODL 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 TPWODL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 12 Months from the Date of Commissioning or 24 months from the date of delivery of final lot of supplies made, whichever is earlier.

### **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, TPWODL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the TPWODL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

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

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPWODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPWODL within 7 days of reporting the issue by TPWODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case

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the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

#### **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, TPWODL 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 TPWODL, 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, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract value.

- b) For 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 TPWODL, as described below:

For the purpose of calculating and applying LD, each milestone shall be considered separately. For delay of each week and part thereof, from the execution of work schedule specified in the milestone, 1% of the contract value corresponding to the unexecuted work of the milestone, subject to a maximum of 10% of the total contract value of that milestone shall be levied. However, if full contractual service/work rendered is not completed within 130% of contract time for execution, TPWODL has the right to levy LD on the entire contract value, subject to a maximum of 10% of the total contract

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value. Deduction of LD shall be on landed cost i.e contract value inclusive of taxes and in pursuant statutory compliance GST would be applicable at the stipulated rate and the same shall be borne by Business Associate. In case of LD deduction, a GST invoice shall be issued by TPWODL as a proof of deduction/ recovery.

### **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 TPWODL and not reconciled by BA or for services claimed and paid in excess at the time of running bills), the total cost which shall be recovered from the BA, shall 125% of 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/outsouce the schedule of activities of contract TPWODL enters with the associate, in part or full, without TPWODL's prior written approval. However outsourcing of materials/equipment/services by Associate to make the integrated product for which TPWODL's has placed the contract with the associate from suppliers, makes and agencies which have been mutually agreed upon during contract pre-award stage is permitted subject to following conditions.

In such cases where outsourcing is done by the Associate

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

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

### **15.0 UNLAWFUL ACTIVITIES**

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

## **16.0 CONFIDENTIALITY**

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

### **16.1 Documents**

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

### **16.2 Geographical Data**

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

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

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

### **16.4 Exclusions**

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

- Which at the time of disclosure are in the public domain which later on become part of public domain through no fault of the party concerned, or

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

### **16.5 Violation**

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

### **17.0 INTELLECTUAL PROPERTY RIGHTS**

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

Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of TPWODL shall arise in this respect, and any costs, damages, expenses, compensation payable by TPWODL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

### **18.0 INDEMNITY**

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

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

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shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the TPWODL.

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

## **19.0 LIABILITY & LIMITATIONS**

### **19.1 Liability**

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

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

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

### **19.2 Limitation of Liability**

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

## **20.0 FORCE MAJEURE**

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

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

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

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- Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.
- Any act of God.

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

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

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

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

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

## **21.0 SUSPENSION Of CONTRACT**

### **21.1 Suspension for Convenience**

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

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

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

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

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

TPWODL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under section clause 22 for breach/default of contract conditions.

### **21.3 Compensation in lieu of Suspension**

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

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

## **22.0 TERMINATION OF CONTRACTS**

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

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/PO
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by TPWODL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.

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- g. In case any reasonable information has been received by TPWODL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by TPWODL.

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

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

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

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

- a. Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- b. Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with TPWODL.
- c. The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at TPWODL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.
- d. It shall be open for TPWODL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.

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

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

- a. In case TPWODL exercises its right of termination as stated above the associate shall not dispute or object to the same.
- b. The Associate shall be entitled to receive and claim only such payments OR sums of money from TPWODL as may be found payable to it in regard to works executed by it under the terms of the contract and no other claim of any nature whatsoever shall be made by the Associate.
- c. All such provisions which the parties have agreed to survive and prevail even after termination of the contract shall remain effective despite the termination.

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

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

## **22.2 Termination for convenience of Associate**

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. TPWODL has full right to accept, reject or partially accept such request. 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 TPWODL, Associate will have to pay TPWODL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

## **22.3 Termination for Convenience of TPWODL**

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

## **23.0 DISPUTE RESOLUTION & ARBITRATION**

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

#### **24.0 Governing laws and jurisdiction**

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

#### **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**

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 TPWODL 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 TPWODL and shall submit copies of such insurances to the Engineer-in-Charge for review / acceptance before commencing the work. Engineer-in-charge must ensure compliance to insurance requirement by Associate before commencement of works. TPWODL shall stand fully indemnified in this respect.

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### 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 TPWODL or not. However any error in design/drawing arising out of any incorrect data/written information from TPWODL will not be considered as error and omissions on part of the Associate.

### 28.0 TRANSFER OF TITLES

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

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

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

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

### 29.0 SUGGESTIONS & FEEDBACK

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

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

### 30.0 CONTACT POINTS

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

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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	J
11.	Form for RTGS Payment	J
12.	Contractor Safety Management System	K
13.	Vendor Appraisal Form	L

**ANNEXURE-A**

**PROFORMA FOR BID SECURITY BANK GUARANTEE**

**The TP Western Odisha Distribution Limited**

**Burla**

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

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called "the BANK) are bound unto The TP Western Odisha Distribution Limited (TPWODL) in the sum of ..... for which payment well and truly to be made to the TPWODL the Bank binds himself, his successors and assigns by these presents.

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

The CONDITIONS of this obligation are:

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

or

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

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

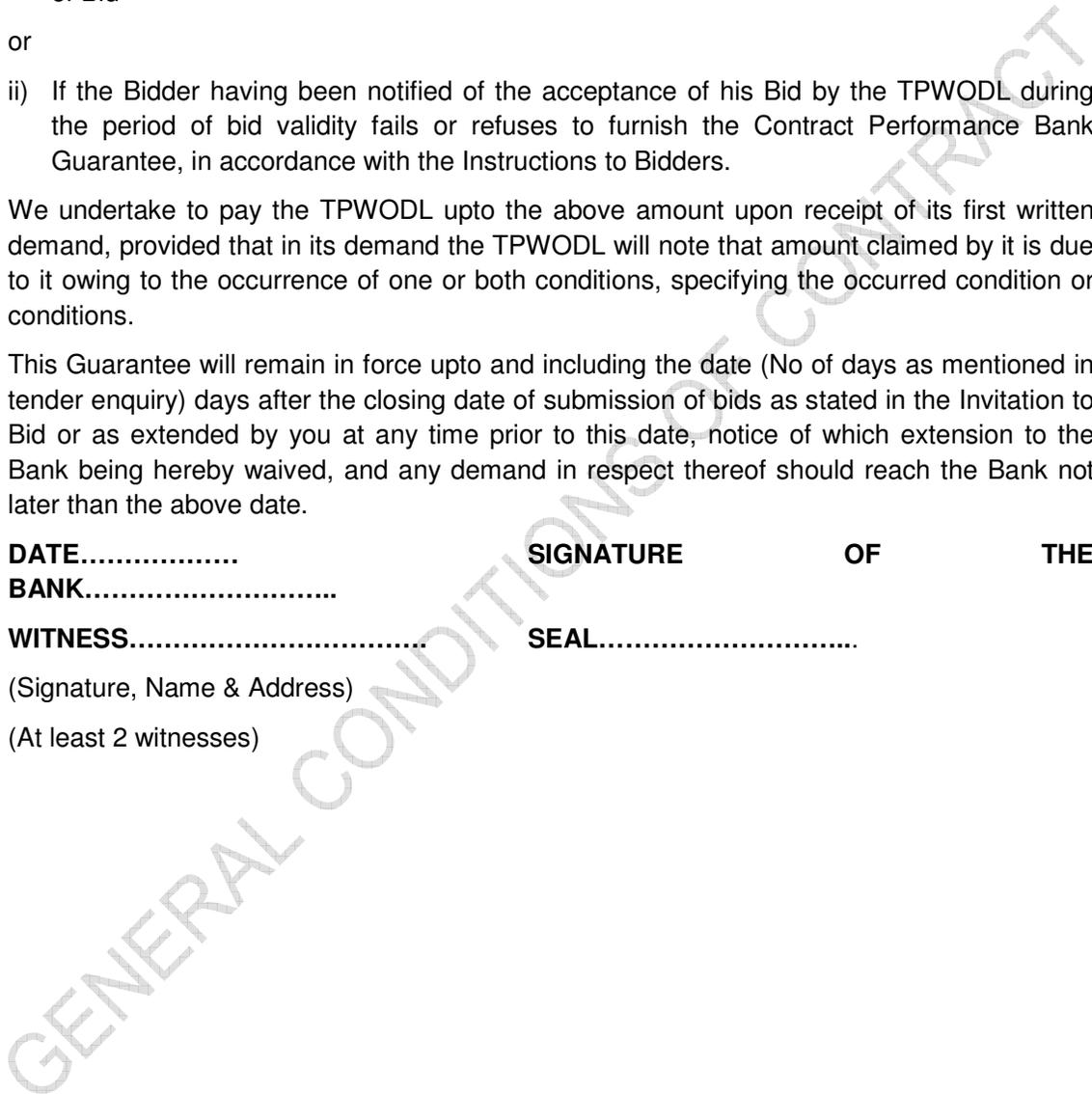
This Guarantee will remain in force upto and including the date (No of days as mentioned in tender enquiry) days after the closing date of submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived,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

**DATE.....** **SIGNATURE** **OF** **THE**  
**BANK.....**

**WITNESS.....** **SEAL.....**

(Signature, Name & Address)

(At least 2 witnesses)



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**ANNEXURE- B**

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

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

**Note:**

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

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**The TP Western Odisha Distribution Limited**

**Burla**

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

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

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

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commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving our bank from its obligation under this guarantee.

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

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

**Witness**

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

**ANNEXURE-C**

**PROFORMA FOR "NO DEMAND CERTIFICATE" BY ASSOCIATE**

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

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

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

Name of the Project

Order/ Contract No.

Dated

Name of the Associate

Scheme No. / Job No.

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

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

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

**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. TPWODL towards any sum which may be imposed, levied or hereinafter recovered by the Provident Fund Organization under the provisions of the Employees of the Provident Fund and Miscellaneous Provisions Act 1952 in respect of employees employed by us.

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

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

Similarly we hereby confirm that we have complied with all statutory and local laws and nothing is outstanding with regard to Local Sales Tax, Labour Laws, Local Municipal dues, Electricity dues etc. We have entered into the above written bond for the indemnity to M/s. TPWODL against all losses from the acts or default of the said Associate in respect of compliance of the Local Sales Tax Laws, Local Laws, 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. TPWODL from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

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

**Dated**

**Signature**

**Place  
 (Company Seal)**

**Name Designation**

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**ANNEXURE-E**

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

To be printed on the letterhead

To,

The TP Western Odisha Distribution Limited,

Burla

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

Dear Sir,

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

For and on behalf of

Signature

Name

Address

Contact No. (Land Line)

(Mobile)

PAN #

Assessing authority

**ATTACH THE COPY OF PAN CARD**

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## ANNEXURE - F

### SERVICE LEVEL AGREEMENT

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

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

**Shall Abide by TPWODL Core Values:**

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

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

**3.0 TPWODL 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 TPWODL.
- b) Minimum wages along with other statutory dues like PF, ESI, etc. as applicable to the workers shall be made within the prescribed period of 7<sup>th</sup> / 10<sup>th</sup> day of the following month.
- c) Deduction / deposit / record keeping and all other requirements under Employees PF Act 1952, Employees State Insurance Act 1948 and other applicable acts (if any) shall be adhered to.
- d) Only statutorily authorized deductions (if any) shall be made in accordance with the relevant statutes.
- e) All the provisions of Contract Labour (R&A) Act 1970 shall be complied with in respect of the workers engaged for TPWODL work. The work will be commenced only after completing necessary formalities for obtaining Labour License (if applicable).
- f) Necessary registers / records, filing of returns etc. shall be maintained for verification by Statutory / TPWODL authorities.
- g) Payment of wages shall be made only in presence of and with certification of authorized representative of TPWODL or shall be made in the form of cheque / bank transfer to the employee.
- h) During the period of contract, the Business Associate will arrange for deployment of his supervisor / manager for total supervision and control of the work and their manpower. All the activities related to their manpower e.g. attendance, leave, wage disbursement etc. will be done under the supervision & control of Business Associates, While adhering to the prescribed standard / norms of production / productivity & quality. During execution of the work, Business Associate shall engage only such qualified / skilled manpower as may be envisaged / required for ensuring level of production / service into the contract / work order.
- i) Clearances as follows shall be obtained from IR & Welfare Group:
  - 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 TPWODL from any liabilities under applicable Labour Statutes.
- k) The Business Associate shall ensure safety and health of his employees and shall also maintain hygienic working environment / condition in his area of work.
- l) The Business Associate and his employee shall abide by Laws of Land and shall not violate any applicable provisions.

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- m) The Business Associate appreciates with and acquiesces to the right of TPWODL as principal employer to fulfil any of his legal obligations, if he fails to do so under applicable labour laws and deduct the same from his running bills / final payments / encashing security deposit / Bank Guarantee as the case may be. If there is any further shortfall TPWODL has the right to recover the same from the Business Associate.
- n) The Business Associate ensures that person employed by him adhere to the moral and legal conduct and shall not violate any standard conduct envisaged in the premise of TPWODL by all such as, Transparency, Safety, Discipline, Integrity etc. The Business Associate or his employees should refrain from corrupt practices, giving or taking bribe in connection with any TPWODL business.

**5.0 The 'Statutory Compliance Enforcement System' in TPWODL is detailed below for adherence by all concerned. 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 TPWODL Code of Conduct, the concerned Engineer / Officer in charges are requested to adhere to the provisions and advise respective Business Associates in their domain to comply in letter and spirit.
- b) Immediately after issuance of letter of intent, the authorized representative of the Business Associate will report to Corporate IR & Welfare group for completion of statutory requirements.
- c) Normally, the work will be started only after 'Clearance for Commencement of Work (CCW) is issued by IR & W group to the Business associate. However in exceptional exigencies in engineer I/c / Officer I/c may direct the Business Associate to start the work and inform IR & W group about the same. Statutory requirements in this case may be completed parallelly.
- d) First monthly bill will be released only after producing CCW to the finance department. Similarly closure of work and final settlement will be affected after issuance of no objection certificate from IR & W group.

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

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

**7.0 Requirements during execution of work:**

- a) Copy of receipt of application for license / license (if applicable).

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- b) Copy of PF Challan (latest by 26<sup>th</sup> day of every Month).
- c) Copy of ESI Challan (latest by 26<sup>th</sup> day of every Month).
- d) Copy of Wage disbursement sheet / Bank statement.
- e) Filing / Maintenance of all statutory registers / reports / returns for inspection by Statutory/ TPWODL authorities.
- f) Certification of wage disbursement by authorized representative of TPWODL.
- g) Copy of 'Labour Welfare Fund' deposit certificate / Challan.
- h) Insuring safe working practices at the 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 TPWODL : Yes/No  
If yes, furnish details:
15. Details of Workmen's compensation Policy, if applicable

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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 TPWODL indemnified against any loss or liability arising out of failure of my / our abiding the relevant laws.

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

**Date:**

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

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

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

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**Form X**

**Undertaking**

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

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

Date:

**Form XI**

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**Undertaking**

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

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

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

1. that the dues in respect of the workmen/ employee(s) engaged by us for the said contract, payable as per the provisions of relevant statute pertaining to

- i. wages/ salary
- ii. PF & ESI, Labour Fund
- iii. All other statutory obligation

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

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

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

Date:

\_\_\_\_\_ )

(

Authorized Signatory

For

M/s

\_\_\_\_\_

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

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

**Signature of Contractor**

**With Office Seal**

**The Inspector**

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

**FORM XXIV**

[See Rule 82(1)]

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

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

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

6. Maximum No. of contract labour employed on any day during the half –year:

Men	Women	Children	Total

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

8. No. of man days worked by

Men	Women	Children	Total

9. Amount of wages paid

Men	Women	Children	Total

10. Amount of deductions from wages, if any

Men	Women	Children	Total

Whether the following have been provided –

- (i) Canteen : \_\_\_\_\_
- (ii) Rest rooms : \_\_\_\_\_
- (iii) Drinking water : \_\_\_\_\_
- (iv) Crèches : \_\_\_\_\_
- (v) First Aid : \_\_\_\_\_

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**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

**ANNEXURE-H**

**BUSINESS ASSOCIATE FEEDBACK FORM**

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

**You are associated with us as**

- OEMs       Service Contractor       Material Suppliers       Material & Manpower Supplier

**You are associated with us for**

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

**Your office is located at**

- Sambalpur       Within 200 kms from Sambalpur       More than 200 kms from Sambalpur

**Your nearly turnover with TPWODL**

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

**Additional information**

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

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

**SECTION - A**

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

S.	Parameters	1	2	3	4	5	Remarks/
----	------------	---	---	---	---	---	----------

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

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

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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 TPWODL employees you interact with from following team?						
1.1	Project Engineering						
1.2	District / Zones						
1.3	Projects/HOG (TS &P)						
1.4	Inspection & Quality Assurance						
1.5	Stores						
1.6	Metering & Billing						
1.7	Accounts / Finance						
1.8	Administration						
1.9	IT & Automation						
2	How would you rate TPWODL in comparison to your other clients in terms of <b>fairness of treatment and transparency</b> with its Business Associates?						
3	How would you rate TPWODL in comparison to your other clients in terms of <b>processes and systems to manage partnership</b> with its Business Associates						
4	How would you rate TPWODL in comparison to your other clients in terms of <b>building long term &amp; mutually relationship</b> with its Business Associates						

**SECTION – C**

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

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

**SECTION - D**

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

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

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### SECTION – E

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

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

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

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

We thank you for your time and courtesy!!

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## **ANNEXURE - 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, TPWODL intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

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

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

**Signature & Seal of the Bidder**

## **ANNEXURE - J**

To,



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Contact Person's Name :

Official Correspondence Address :

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

Thanking you,

For \_\_\_\_\_

**(Authorised Signatory)**

**(Signature with Rubber Stamp)**

**Certification from Bank:**

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

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

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

## ANNEXURE - 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, TPWODL Safety Manual and Guidelines and thus, ensure creation of safe working environment for all stakeholders of our network.

#### 2. SCOPE

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

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

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

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

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

#### 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 /

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tender document. The filled questionnaire will be scrutinized by Engineer In-charge / indenting group and recommend suitability of the BA with respect to safety requirements. The fulfilment of statutory requirements for vendor registration pertaining to labour laws etc. shall be done by BA Cell on being referred to it.

3.2 Business Associate is required to take suitable risk control measures mentioned against the identified Hazards and Risk document provided for all contracts as per *annexure 2*. The primary objective of this is to evaluate the understanding of the BA towards risk mitigation and employment of safe work procedures. BA is required to conduct the Hazard identification and Risk Assessment study as per the procedure and deploy more or other measures if deemed necessary.

3.3 Business Associate shall comply with **Statutory Requirements related to Safety and Occupational Health** and submit the "Safety Undertaking" as per *annexure 4*.

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

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

- 4.1 Maintenance of Distribution Network – *Annexure 3.1*
- 4.2 Distribution Projects – *Annexure 3.2*
- 4.3 EHV Projects – *Annexure 3.3*
- 4.4 Maintenance of Sub transmission network – *Annexure 3.4*
- 4.5 Civil / Generation Projects – *Annexure 3.5*
- 4.6 Meter Management Group (MMG), Revenue Recovery Group (RRG), Energy Auditing Group, AML, MRG, etc. – *Annex3.6*
- 4.7 Maintenance and Operation of Street Light. – *Annexure 3.7*

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

**(Details as per Annexure attached)**

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

The Business Associate (BA) having major contract will appointing Safety supervisor, engineer / manager for the TPWODL work. The BA shall make all necessary arrangements for getting their workforce safety trained and competency checked from the DOSEC of TPWODL before deployment in the field. BA Cell shall recommend the suitability after competency checked by Engineer In-charge and SAFETY group (or his representative) of TPWODL. After getting the clearance from DOSEC, BA cell and receiving temporary I-card issued by TPWODL, Business Associate shall commence the working.

Safety Representative of Business Associates will formally become the nodal point for safety concerns for TPWODL. **BA shall not frequently transfer or terminate the services of any of the safety representatives appointed for TPWODL work site. BA needs to ensure 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

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and power to ensure smooth working of the safety representative to maintain a sound safety management system. **In all contracts safety representative will not be assigned any other activity at site apart from the works related to safety management. The duties are detailed in clause 5.5 of this document.** TPWODL will be auditing the facilities provided to the BA's safety team time to time.

The Safety Representative of the BA shall be required to meet and follow the instructions of the Engineer In-charge and SAFETY Group of TPWODL. He shall be responsible for providing the MIS and/or any other relevant information, as and when desired, within the stipulated time frame as per the requirements of TPWODL. Any non-conformance to safety will lead to the negative marking or issue of safety violation challan/ tokens which shall affect the monthly evaluation and performance of BA.

All contracts where BA has to depute vehicle for their staff and equipment to move from one location to other, the BA shall ensure that vehicle complies all required statutory clearances and requirement as per The Motor Vehicle Act, 1988 as well as TPWODL Road Safety Policy and are in good & safe state of working.

## 5. QUALIFICATION AND EXPERIENCE OF THE SAFETY AND SITE PERSONNEL

Qualification and experience required for the safety and site personnel are as following:

**5.1 Safety Supervisor:** It is mandatory that educational qualification of safety supervisor be ITI (of relevant trade) / Diploma (Any branch of engineering) and he has a working experience on electrical system / relevant field of work at least 5 yrs for ITI and 3 years for Diploma holder. Having formal experience of the safety systems will be an added advantage

**5.2 Safety Engineer:** It is mandatory that educational qualification of safety engineer be at least Diploma (relevant branch) and he has working experience on electrical system of at least 3 yrs. Having the formal experience of the safety systems will be an added advantage.

**5.3 Safety Manager:** The educational qualification of safety manager should be graduate engineer with working experience on electrical system / network of at least 3 yrs. OR Diploma in Industrial Safety with working experience of 05 years including at least 02 years on electrical network.

However, clause 5.1, 5.2 and 5.3 are not applicable for minor contracts. In such cases, BA shall assign the duties of Safety Representative to the Work Supervisor. Work Supervisor will deliver required duties of Safety Representative (as per clause 5.5) in addition to other duties without diluting the importance of safety.

**5.4 Site Skilled Personnel:** For all responsibility related to site activities and operations, the BA shall employ only qualified and skilled persons and shall comply the provisions of section 19 & 29 of 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 TPWODL 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,

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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 TPWODL.
- 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 TPWODL as mentioned in TPWODL Safety standard and O & M and concerned function's manual.
- 5.5.6 Safety inspections / audits as per the process of TPWODL
- 5.5.7 Working in close coordination SAFETY Group of TPWODL.
- 5.5.8 Reporting of unsafe acts, unsafe conditions, near miss, incident or accident to Engineer In-Charge and SAFETY Group of TPWODL immediately after its occurrence.
- 5.5.9 Regular HIRA at site and comply the control measures as stated in the detailed HIRA as per the *annexure 2*. Also deployment of JSA based checklist shall be ensured.
- 5.5.10 Ensuring compliance with safety and other laws as may be applicable and providing for safety assurance.

#### **5.6 Training and Syllabus:** The BA shall not deploy any person at 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

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 TPWODL, are not deployed at TPWODL worksites/ voluntarily left the job by workers/ used somewhere else other than TPWODL by the BA, in that case Management reserves the rights to intervene and recover the actual cost of training i.e. ₹ 7500/BA employee. (*Exempted for attrition rate of BA workers less than or equal to 10% of total workforce deployed at TPWODL*)

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5.7 It is desired that Safety representative of the BA to impart the general safety training to each employee of duration 2 hrs per month. The training will be organized at BA level and the record to be sent to engineer in-charge and SAFETY group of TPWODL every month. Please refer schedule and syllabus in *annexure 6*.

**List of Personal Protective Equipment (PPE) and Maintenance schedule:** BA shall commence the project or any work only when the required PPE are made available to the team of employees involved in the work. Each PPE of BA shall be checked / inspected by the safety representative / supervisor at zone before the work start or as prescribed in the list. Safety representative shall regularly check the healthiness of each PPE allocated to lineman. Suitable record shall be maintained at zone. Defective PPE shall be immediately replaced or within 24 hours by the BA. In no case linemen or any other official of BA may be allowed to work with defective PPE. It is preferred that BA ensures minimum stock of each PPE at zone for immediate replacement with defective one. The PPE shall be IS / BS / CE marked and exactly as per the standard or specification mentioned in the *annexure 7*. Working without PPE / non-standard PPE shall be treated as safety violation and penalty as stated in section 6.0 of this document. If TPWODL finds that BA has not provided the adequate / appropriate PPE to their staff, TPWODL reserves the rights to stop the work and call the BA to provide appropriate PPEs at the risk. If the BA fails to provide the required PPEs at the risk then the same shall be provided by TPWODL at the actual cost of the PPE. The amount shall be charged to BA and same shall be first recovered from the current bill of BA or any future payment to be made to BA. In the event of any balance amount still left for recovery, the same shall be adjusted against retention amount or by invoking bank guarantee submitted by BA.

**5.8 Safety Audit / Inspection & HIRA:** The BA shall get the required safety inspection / audit conducted by his technical team comprising of safety representative as per the *annexure 8*. The safety representative will be required to conduct the HIRA (Hazard Identification and Risk Assessment) as per *annexure 2* of the process and work undertaken at least two times in a year or every time if a new process / activity / machine is introduced or whenever an accident take place. The risk identified to be addressed suitably with –

- Engineering Control
- Management Control, and
- Personal Protective Equipment.

The safety representative of BA shall inform and educate for the identified risk and hazard control methods to employees, supervisor and engineer as well as the engineer in-charge and SAFETY group of TPWODL.

**5.9 Safety Performance and Safety MIS:** The BA shall maintain good practice of safety all through the contract duration. Safety shall always be of paramount importance during the contract period. Safety performance will be monitored on yearly basis throughout the period and no relaxation will be given for bad performance. BA with good track record and excellent performance will be rewarded suitably as per clause 6.0 of this document. The BA has to provide monthly “Performance Report – Safety” to engineer in-charge and SAFETY group TPWODL this shall be part of monthly bill along with training details. Performa of the report is enclosed as *annexure 9*.

**5.10 Pre – Employment Medical Check-up and Fitness of employees engaged for the critical works:** The BA shall submit the health fitness certificate for all those workers involved in climbing the pole or working at height for following diseases:

5.10.2 Epilepsy

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- 5.10.3 Colour blindness
- 5.10.4 Deafness
- 5.10.5 Vertigo & height phobia

Every year BA will give an undertaking stating that all the employees are fit to work and have not developed aforesaid diseases. The Record of such medical check-ups shall be submitted to BA Cell before issue of temporary identity card. The records shall be maintained at BA Cell. All such medical check-ups shall be repeated once in a year for all workers involved in climbing the pole or working on electrical network.

## 6. REWARD AND PUNITIVE MEASURES

**6.1** To support the enforcement of good SHE & DM practices by the Business Associate and to eliminate repeated or continuing safety violations, use of appropriate reward and punitive measures shall be made. Each unsafe act or violation of the safety guidelines as described in the Safety Manual of the TPWODL will be audit criteria of this system. Broadly the measures identified are following:

- 6.1.1 Working without PPE/ Safety Gadgets
- 6.1.2 Working without proper tools and tackles, barricading, Poor condition of Crane / Hydra / Vehicle, using without certification / Licence, Incompetent driver/ Helper
- 6.1.3 Working without creation of effective safety zone
- 6.1.4 Improper Supervision at worksite, Lineman/ Supervisor working without competency
- 6.1.5 Working without adherence to PTW process or authorization/ not adherence to SOPs / W.I. of TPWODL.
- 6.1.6 Improper Working at height equal to or above 1.8 mtrs without taking proper fall protection measures/ Poor condition of Ladder

### 6.2 Measures of Reward and Punitive Measures

The Engineer In-Charge, NSO, SC, ASOs, CSI / SIs and SAFETY group will conduct the surprise audits of the work / project and if any non-conformance is found the same will be booked and entered in the format "Safety Violation Record" *annexure 10*. The flow of the information is given below:

Safety Violation Escalation & Monitoring process	
Action	Responsibility
Safety Violation form has been filled and counter foil sent to SAFETY team for information. The main form is to be given to BA supervisor / Engineer in-charge. <i>(Automatically generated if Site audit done through Mobile App.)</i>	Engineer In-charge/ NSO / SC / SAFETY Group /CSI/ ASO/ Any authorised TPWODL official.
↓	
Entry of the violation in the master record and sending the information to concerned Manager, HoG, HoD, Head and Chief (O &S). <i>(Automatically generated if Site audit done through Mobile App.)</i>	SAFETY Group
↓	
Forwarding the information Centralized Account Payable (CAPS) for amount deduction from the	Engineer In-charge

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

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

### 6.3 Safety Violation Escalation Matrix

#### 6.3.1

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

Figure 6.3 (1a)-Penalty Matrix for Safety violation (Applicable for Minor Contracts)

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

Figure 6.3 (1b)-Penalty Matrix for Safety violation (Applicable for Major Contracts)

Once the BA reaches the “BLACK” (color – “5”) category, i.e. highest level of safety violation, “Termination” notice to BA will be issued from the office of the Head of Department (equivalent to 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.

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TPWODL encourages the reportage of the safety violation during the contract work by BA. Any TPWODL employee can register a safety violation against the BA in the "Safety Violation Form" *annexure 10*. Initially the observer has to fill the form and handover the counterfoil (lower portion) of the document to the supervisor of the BA, inform the site engineer of TPWODL and send the top portion of the Safety Violation Form to SAFETY group for the further necessary action against the BA. **The cumulative nos. of Safety Violations pertaining to any particular BA shall be calculated on yearly basis.**

Safety violations resulting in incident / accident will be treated as per gravity of the injury / fatality and its impact as well as type i.e. minor or Major. Consequences of incident / accident are shown in the matrix (figure 6.3(2) for major and 6.3(3) for minor) below. In case of any accident, findings and recommendations of Accident Enquiry Committee will be final and binding and will supersede the arbitration clause of GCC.

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

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

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

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Consequence Of an Incident / Accident (In case of MINOR 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 than 48 Hrs)	L	M	M	N	
3	Major injury (Bone injury or burn or Hospitalization more than 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/-			
<b>Figure 6.3 (3) - Penalty Matrix for Incident / Accident in Minor Contracts</b>						

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

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

### 6.3.2 COMPENSATION FOR BA PERSONNEL

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

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

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

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

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The compensation in this case will be as per provisions of the Employees' Compensation Act, 1923 or Employees' State Insurance Act, 1948, as applicable.

Accordingly, the BA shall obtain a suitable Insurance Policy on award of Contract and submit documentary evidence of the policy to the BA Cell before commencement of work. The BA shall ensure that the Insurance policy is active at all times and all employees are covered in all respects till the conclusion of contract period or till working with TPWODL. The BA shall submit a copy of the policy after periodic renewals to the BA Cell.

However, on occurrence of such unfortunate incident, if it is found that the victim(s) is/are not covered under any insurance policy, the BA shall be liable to pay the entire sum of Rs. 10 lakhs from his own resources.

Further, in case of an accident resulting in Death or Permanent / Total Disablement while on duty, the appointed BA Nodal Officer will ensure that the BA complies with all statutory provisions and benefits i.e. PF, Compensation, Gratuity etc., and that all these are made available to the employees' nominee(s) as per the stipulated timelines.

**6.3.3** TPWODL rewards the BA with good track record of safety management. It is proposed that BA complying with Contractors Safety Management, Safety Manual and Safety process will be rewarded suitably as per the procedure, rule and regulations of the TPWODL. In any case major accident is reported during an assessment period BA will not be eligible for this reward scheme. Assessment of contracts will be once in year. Generally the assessment cycle is calendar year and guidelines will be declared time to time.

#### Abbreviations Used in the Document

TPWODL	TP Western Odisha Distribution Limited
BA	Business Associate
HIRA	Hazard Identification & Risk Assessment
JSA	Job Safety Analysis
EHV	Extra High Voltage
SAFETY	Safety, Occupation Health, Environment & Disaster 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

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PTW	Permit To Work
GCC	General Conditions of Contract.

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**Annexure 1 (Refer Para 3.1)**

***Business Associate Safety Management System Questionnaire***

Certification						
The information provided in this questionnaire is a summary of the company's occupational health and safety management system.						
Company Name:						
Turnover and experience:		Name of top officer:				
Date:		Position				
Contract Details						
Contract Name			Contract Number:			
Business Associates Safety Management System Questionnaire			Marks	Yes	No	Score achieved
<i>Safety Policy and Management</i>						
<b>- Is there a written company Safety policy?</b> - If yes provide a copy of the policy, if No please refer Note 1.			1			
<b>- Does the company have an Safety Management system</b> - If yes provide details, if No please refer Note 1.			1			
<b>- Is there a company Safety Management System manual or plan?</b> - If yes provide a copy of the content page(s), if No please refer Note 1.			2			
<b>- Are Safety and occupational health responsibilities clearly identified for all levels of Management and staff?</b> - If yes provide details, if No please refer Note 1.			2			
<i>Safe Work Practices and Procedures</i>						
<b>- Has the company prepared safe operating procedures or specific safety instructions relevant to its operations and relevant work as per contract?</b> - If yes provide a summary listing of procedures or instructions, if No please refer Note 2.			1			

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Certification				
- Comments				
- <b>Is there a register of injury or accident?</b> - If yes provide a copy (format)	1			
- <b>Is there a documented incident or accident investigation procedure?</b>  - If yes provide a copy of a standard incident report form, if No please refer Note 2.  - Comments	1			
<i>Safety Training</i>				
- <b>Describe how occupational health and safety training is conducted in your company</b>  If No please refer Note 1.	2			
- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b>  - If yes provide examples of safety training records, if No please refer Note 2.	1			
- <b>Are regular safety inspections / audits are undertaken at worksites?</b>  -If yes provide details (formats), if No please refer Note 3.	1			
- <b>Is there a procedure by which employees can report hazards at workplaces?</b>  - If yes provide details if No please refer Note 1.	1			
<i>Safety Monitoring</i>				

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Certification				
- 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 TPWODL site in past	NO Marks (Negative mark ONE for each case)			
- Has there been any fatal accident of employee at TPWODL site in past. - (Note: Bid evaluation committee has to take cognizance of the incident and shall evaluate the bid only after formal approval of competent authority i.e. CTO. - In case of yes please refer Note 4.	NO Mark (Negative mark FIVE for each case)			
Minimum of 75% marks is required for qualification.		Total Marks achieved		
<i>Company Reference</i>				
1. Name of company 2. Name of company				

**Note**

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

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

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

*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"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use appropriate ladder</li> <li>3. Use full body safety harness having double lanyard.</li> <li>4. Use Electrical Safety Shoes if working on electrical network otherwise use safety shoes.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Refer Work instruction related to Working at Height for other details</li> <li>8. Use of metal scaffold to be ensured in height work (cup lock type)</li> <li>9. Deploy competent workforce who are medically fit</li> </ol>
Working on electrical equipment / network	Electric flash / electrocution	3	<ol style="list-style-type: none"> <li>1. Mandatory usage of JSA checklist prior to start of work</li> <li>2. Use Electrical Safety Shoes while working on electrical network.</li> <li>3. Use Electrical Safety gloves of appropriate voltage rating.</li> <li>4. Use face shield / visor attached with helmet.</li> <li>5. Use Safety helmet.</li> <li>6. Use PPE as per the annexure 7 of this CSM document</li> <li>7. Mandatory usage of Insulated tools &amp; tackles on electrical system</li> <li>8. Mandatory compliance for Lock Out &amp; Tag out system. Refer Work instruction related to Working on electrical equipment / network for other details</li> </ol>
Excavation / Civil work	Collapse of soil, Fall in excavated pit leading to Injury	2	<ol style="list-style-type: none"> <li>1. Use safety shoes.</li> <li>2. Use Safety helmet.</li> <li>3. Use PPE as per the annexure 7 of this CSM document</li> <li>4. Hard Barricading of the worksite.</li> <li>5. Refer Work instruction related to excavation / civil work for other details</li> </ol>

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Specific Task/Activity	Potential Hazards/Consequences	Class of Risk	Control Measures
Material lifting & Mechanical Erection work	Fall of material/object, Topple of crane,	2	<ol style="list-style-type: none"> <li>1. Mandatory compliance of crane checklist</li> <li>2. Visual condition check of lifting tools and tackles such as wire rope sling, belt sling, chain, pulley block, D-shackles, etc. shall be ensured.</li> <li>3. The operator's physical fitness and alertness should be judged by sup. / EIC.</li> <li>4. Use PPE as per the annexure 7 of this CSM document</li> <li>5. Refer Work instruction related to Material lifting &amp; Mechanical Erection work</li> </ol>
Road Safety	Road Accidents	3	<ol style="list-style-type: none"> <li>1. Mandatory compliance of TPWODL Road Safety policy W07(COR-P-12)</li> </ol>
<p><i>Note: This information for the general indication purpose. The detailed risk assessment shall be conducted before start of the work by the authorized representative of the BA. The report of same shall be submitted to engineer in-charge along with annexure 4 of the CSM document.</i></p>			

### Guidelines for filling the Risk Assessment Form

- *Specific Task/Activity* - The documentation of each major task associated with the contract.
- *Potential Hazards* - The identification of hazards associated with each activity or task to be carried out.
- *Class of Risk* - Each hazard should be evaluated as a level of risk, described as Risk Class 1, 2 or 3 defined above.
- *Control Measure* - The identification and documentation of actions required to eliminate or reduce the hazards that could lead to accident or injury.

Hazard / Risks shall be classified according to the following schedule:

- Class 1: Potential to cause injury treatable with first aid
- Class 2: Potential to cause death or permanent injury
- Class 3: Potential to cause more than one or more lost time injuries.

### Annexure 3.1 (Refer Para 4.0)

#### **General Safety Conditions for the Maintenance of Distribution Network Contracts:**

A BA awarded a contract (O&M) work of maintenance of distribution network will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.

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- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in *annexure 7*.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in a district. In case the BA has been awarded work in more than one district, then the following safety structure will be adopted.



### Annexure 3.2 (Refer Para 4.0)

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

A BA awarded a major contract work of TS&P in area of a circle will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1.

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- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.



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

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

A BA awarded a major contract work of EHV projects will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.

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- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system in the area. In case the BA has been awarded work in more than one circle, then the following safety structure will be adopted.
- BA shall refer Construction Safety Manual in TPWODL Safety Manual for details.



#### **Annexure 3.4 (Refer Para 4.0)**

#### **General Safety Conditions for the Maintenance of Sub – Transmission Network Contracts:**

A BA awarded a major contract work of maintenance of sub – transmission network in area of a power system will be required to fulfil the following conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.

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- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Coordinator for managing a complete safety management system in the area. In case the BA has been awarded work in more than one area power system, then the following safety structure will be adopted.



### **Annexure 3.5 (Refer Para 4.0)**

#### **General Safety Conditions for the major contract work in Civil / Generation Projects:**

A BA awarded a major contract work of / in civil or Generation project will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.

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- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor (for workforce 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 TPWODL Safety Manual for details.



### **Annexure 3.6 (Refer Para 4.0)**

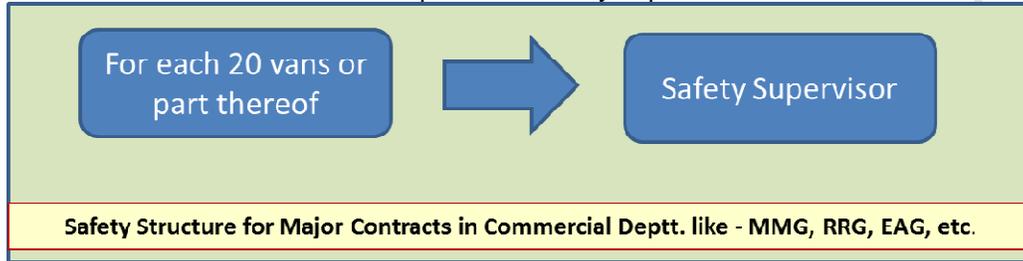
#### **General Safety Conditions for the major contract work in Commercial Department like - MMG, RRG, EAG, etc.:**

A BA awarded a major contract work in meter management group & energy auditing group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment (PPE) as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.

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- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.
- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work as per the following safety structure.
- The BA for the RRG work shall depute one Safety supervisor.



### **Annexure 3.7 (Refer Para 4.0)**

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

A BA awarded a major contract work in operation and maintenance of street light group will be required to fulfil the following safety conditions:

- BA shall provide Safety Policy and safety objectives of their company.
- BA shall comply with all statutory requirements like: applicable acts, regulations, codes of practice, OHSAS Standards, etc.
- BA shall provide the filled safety management questionnaire as per Annexure 1
- BA shall conduct a job risk assessment and provide information as per Annexure 2
- BA shall abide by Safety manuals, guidelines of TPWODL.
- BA shall provide its organisation structure & responsibilities in terms of Safety Management to TPWODL.
- BA shall document the work practices and procedures in terms of Safety Management.
- BA shall ensure safety training and induction program for the employees
- BA shall conduct safety audits & inspections as per TPWODL procedures provided by SAFETY group.
- BA shall provide and ensure the proper usage of the safety equipment PPE as per the TPWODL approved list in annexure 7.
- BA shall ensure periodic inspection of PPE to ensure its serviceability as per the specification given by TPWODL.
- BA shall ensure the adherence to standard operating procedures or guidelines laid down by TPWODL.
- BA shall ensure reporting of any unsafe act, unsafe conditions, near miss, incident or accident to engineer in-charge and SAFETY team of TPWODL.

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- BA shall provide safety performance and Safety MIS (*annexure 9*) to engineer in-charge and SAFETY group periodically. Based on any non-confirmation to the safety procedures and guidelines, BA is liable to be negatively marked for his performance and suitable penalty will be imposed.
- Each BA shall ensure to depute a Safety Supervisor for managing a complete safety management system for the work awarded as per the below structure.



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**Annexure 4 (Refer Para 3.3)**

**Safety Undertaking by way of Affidavit**

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

1. The present undertaking shall remain in force from the date of execution of contract awarded by TPWODL and shall be valid till the date of termination of the said contract by either parties. The undertaking is binding on me (contractor) as well as my sub-contractor and its employees, representatives etc.
2. That I(the contractor) will be responsible and liable to comply and abide by all the safety rules, instructions and regulations as may be specified and laid down by TP Western Odisha Distribution Limited (TPWODL) so as enable TPWODL to achieve its goal of Zero On site incidences.
3. That the Contractor shall be fully responsible for ensuring occupational health and safety of its employees, representatives, agents as well as of its subcontractor's employees, at all times during the discharge of their respective obligations under the contract including any methods adopted for performance of their tasks / work.
4. That Contractor shall ensure ,at its own expense to arrange for and procure, implement all requisite accident prevention tools, first aid boxes, personal protective equipment, fire extinguisher, safety training, Material Safety Data Sheet, pre-employment medical test, etc. for operations & activities including as & when so specified by TPWODL specifically. , failing which TPWODL shall be entitled, but not obliged, to provide the same and recover the actual cost thereof from the Contractor's payments.
5. That the Contractor shall engage adequate and competent Safety – Supervisor / Engineer / Manager / Skilled persons at site as per the Para 5 (Qualification and experience of safety personnel) and Annexure 3 of Contract Safety Management.
6. That the Contractor shall engage the competent Site – Supervisor with each group of workers for safe and correct workmanship, proper co-ordination of material and site work as per contract.

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7. That the Contractor shall immediately replace supervisor in case it is found to be not up to the level of skill and experience required as in skill and experience required in *annexure 5* of this document, but any such replacement shall be only with the prior concurrence of TPWODL .
8. That the Contractor and its subcontractors shall abide by all the safety guidelines as per Safety Manual, Contract Safety Management and other guidelines issued from time to time by TPWODL during the contract period.
9. That in case the Contractor and/or any of its Subcontractor fail to ensure the compliance as required in terms of this undertaking the Contractor shall keep and hold TPWODL / its directors / officers / employees indemnified against any / all losses / damage / expense / liability / fines / compensation / claims / action / prosecutions or the like which might be suffered by TPWODL or to which TPWODL might get exposed to as a result of any breach /wilful negligence /deliberate default on the part of the Contractor /Subcontractor in complying with the same. Contractor shall also furnish any press release, clarification etc. if sought by TPWODL for any near miss or safety violations, accidents, which are attributable to fault of Contractor.

DEPONENT

VERIFICATION

Verified at **Sambalpur** on this \_Day of \_\_\_\_\_20\_\_ that the contents of the above affidavit are true and correct and nothing material has been concealed therefrom

DEPONENT

**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.

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OR

2. Working experience of minimum three years of practical wiring.

OR

3. Have completed three years apprenticeship course through Apprenticeship Advisor, Odisha Govt. / other state Govt. in the trade of Lineman / Wireman / Electrician.
4. A candidate must have attained the age of Eighteen years.

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

1. Have at least five years' experience of practical wiring after passing the certificate of competency class-II i.e. electrician.

OR

2. Recognized Degree or Diploma or equivalent qualification in Electrical Engineering from any Technical institute / College or University recognized by the Board.

AND

Must have completed the training/job in rectifying the common defects in electrical line and power installation for a period of one and three years after passing Degree or Diploma respectively

OR

3. Possessing the valid certificate of certificate of competency class – 1 (Electrical Supervisor)

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**Annexure 6 (Refer Para 5.6)**

**Training Module for BAs Worker & Supervisor**

**Training for BA Supervisor**

**Duration – 02 Hrs / Month**

**Methodology:** Lecture and Practical Demonstration of Safety Zone Creation

**Session: 1**

**Topic:** Electrical Safety Aspects

**Sub Topics:**

1. Learning specifics of HT & LT Network of zone
2. Major type of HT / LT / service lines / street light maintenance works
3. Understanding the need of Safety
4. Understanding the safe process of maintenance :
  - Planning of the maintenance job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor of the TPWODL
  - Identification of Risks associated with the maintenance work and planning for controlling measures by TPWODL supervisor
  - Creation of safety zone by TPWODL supervisor and satisfying that the network is dead – Use of Neon Tester, Shorting Chain and Safety Tagging
  - Start of the work – Right person for the right job
  - Alert supervision
  - Completion of the job – Check points
  - Energization of network
  - Actions to be taken in case of some accident

**Session: 2**

**Topic:** Use of Electrical Testing Equipment

**Methodology:** Lecture and Practical Demonstration

**Sub Topics:**

1. Meggar, Hi Pot, Clamp On Meter, Neon Tester, Discharge Rod, Line tester etc.

**Session: 3**

**Topic:** Awareness of Electrical Safety Aspects

- A. Understanding the need of this Training and Safety
- B. Learning specifics of HT & LT Network
- C. Major type of work to be carried out in zones
- D. Switching Operations (Do's & Don'ts) including Street Light Switching
- E. Working on Height (*practical demo also*)
- F. Understanding the Safe Process of Maintenance / Working:
  - Planning of the job
  - Availability of men, material & machine, PPEs, Safety gear and approved PTW
  - Briefing of the job by the supervisor
  - Permit to Work
  - Safety Tagging and Lock Out Tag out
  - Identification of Risks associated with the work to be carried out and planning for controlling measures by proper supervision

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- Concept of “**Safety Zone**”
- Identification and use of Neon Tester, Shorting Chain, Clamp On Meter, Hi Pot, Meggar etc.
- Completion of the job – Check points
- Accident Theory & Incident Reporting
- Actions to be taken in case of some accident

**Session: 4**

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

**Session: 5**

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

**FREQUENCY**

**Regular Safety Training Program**

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

**One Day Induction Safety Training Programs:**

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

**Duration / Periodicity:**

- Duration and periodicity has been defined above. However, this is subject to change at the discretion of TPWODL.

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**Annexure 7 (Refer Para 5.7)**

**LIST OF PERSONAL PROTECTIVE EQUIPMENT AND TESTING FREQUENCY**

Sl. No.	Name of PPE	IS / EN Standard	Testing Frequency	Remarks	Ref Brand & Model
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298 (Part-2)	Monthly and visual check every day for any crack or damage in the leather or sole.		BATA (Model No.- Endura L/C)  Liberty (Model No. – 7198-01 HT Barton Black – Warrior)
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	Monthly and visual check every day for any crack in shell.		Karam (PN Safetech )  Joseph Leslie  Accent Industries  Honeywell
03	Full body harness (Safety belt)	EN 361	Monthly and visual check every day of the bends and the harness.		Karam (PN Safetech )  Joseph Leslie  Accent Industries
04	Electrical Safety Gloves	EN: 60903 CE marked	Weekly and visual check for any crack and blow test before every work.	Manufactured not beyond 12 months.	Make Sparian / Sumitech / CATU supplied with inner cotton glove with over glove of split leather.
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	Monthly and visual check every day for any crack in shell.	Clear acrylic visor attached with safety helmet.	Karam (PN Safetech )  Joseph Leslie  Accent Industries  Honeywell
06	Fire Proof jacket for chest protection		Monthly and visual check every day.		
07	Safety Chain for shorting cum earthing.	As per TPWODL standard	Weekly and visual check before every work.	Made of brass, Total length – 5.5 meters and made of 12 SWG.	

**Note:**

1. Any other Personal Protection Equipment required beyond above list will be according to BIS or EN Standards.
2. All Personal Protection Equipment will be checked by the engineer in-charge or SAFETY group of TPWODL.

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3. Safety Representative of the BA has to maintain the record of the availability, condition and checking of the PPEs.
4. All tools required as per the contract must be according to respective IS / EN standards.
5. TPWODL may revise or add the above list of PPE and their specifications as and when feel necessary. The information about new specifications /models will be circulated by the Engineer In-charge (EIC), which shall adhere by the business associated in the shortest possible time. The EIC shall issue a memo / instruction to BA with timeline for implementation. Any delay will be treated as non- compliance / safety violations. Refer picture of each PPE given in next page.

**Pictures of PPE for reference purpose.**

Sl. No.	Name of PPE	IS / EN Standard	Picture
01	Leather Safety Shoes (Color – Black) with PU toe cap.	IS:15298(Part-2) and with test report of electrical resistance.	
02	HDPE Safety helmet with chin strap and ratchet type for adjustment.	IS:2925-1984	
03	Full body harness (Safety belt)  The straps at shoulder and thigh shall have full pad for comfort. The back shall be so designed that harness straps do not tangle with each other.	EN 361:2002 EN 358 : 2000 IS: 3521:1991/2002	

04	Electrical Safety Gloves – Composite type Soft electrical gloves as per size of individual.	EN: 60903 CE marked	
05	Full face visor with safety helmet	EN: 166 CE marked (Visor)	
06	Fire Proof jacket for chest protection		
07	Safety Chain for shorting cum earthing.	As per TPWODL standard	
08	Reflective jacket to each workmen	As per TPWODL standard	

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

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

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

Note:

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

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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 TPWODL) (both in numbers and in Rs.)	No.	No.	No. of violation letter received and compliance report for the TPWODL.	
	Rs.	Rs.		

*Note: Cumulative means total from date of commencement of work according to the contract.*

Detail of the Accident / Near Miss Incidents:

Date and Time	Type of the incident	Name of Employee	Brief Description	Corrective and Preventive actions recommended

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Details of the Safety Violations:

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 TPWODL site audit checklist F29A(COR-P-12))

Date	Area / Location	Major Observations	Recommendations	Action Taken

Any other Safety, Occupational Health, Environment & Disaster Management Promotional Activity (During this month):

Date	Location	Activity	Level of Participation	Number of participation

Signature of the BA Safety Representative  
HoG

Signature of ZM /

Name, E. No. and Date

Name, E. No. Date.

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

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

**ANNEXURE-L**

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### VENDOR APPRAISAL FORM

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

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		8.3.5 DURATION OF AGREEMENT	:
	8.4	AVAILABILITY OF STANDARDS / DESIGN PROCEDURES / COLLABORATOR'S / DOCUMENTS (CHECK WHETHER THESE ARE LATEST/CURRENT	:
	8.5	TECHNICAL SUPPORT, BACK-UP GUARANTEE, SUPERVISION, QUALITY CONTROL BY COLLABORATOR (WHEREVER ESSENTIAL). (THIS CLAUSE IS RELEVANT WHEN VENDOR'S EXPERIENCE IS INADEQUATE)	:
	8.6	QUALITY OF DRAWINGS	:
<b>9.0</b>	<b>MANUFACTURE</b>		
	9.1	SHOP SPACE, LAYOUT LIGHTING, VENTILATION, ETC.	:
	9.2	POWER (KVA)	:
		MAINS INSTALLED	:
		UTILIZED	:
		STANDBY POWER SOURCE	:
	9.3	MANUFACTURING FACILITIES (ATTACH LIST OF EQUIPMENT AS APPLICABLE)	:
		9.3.1 MATERIAL HANDLING	:
		9.3.2 MACHINING	:
		9.3.3 FABRICATION	:
		9.3.4 HEAT TREATMENT	:
		9.3.5 BALANCING FACILITY	:
		9.3.6 SURFACE TREATMENT PRIOR TO PAINTING/ COATING, POLISHING, PICKLING, PASSIVATION, PAINTING, ETC.	:
	9.4	SUPERVISORY STAFF	:
	9.5	ADEQUACY OF SKILLED LABOURS (MACHINISTS, WELDERS, ETC.)	:
	9.6	NO. OF SHIFTS	:
	9.7	TYPE OF MATERIAL HANDLED (SUCH AS CS, SS, ETC.)	:
	9.8	WORKMANSHIP	:
	9.9	MATERIAL IN STOCK AND VALUE	:
	9.10	TRANSPORT FACILITIES	:

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	9.11	CARE IN HANDLING	:
<b>10.0</b>	<b>INSPECTION / QC / QA / TESTING</b>		
	10.1	NUMBER OF PERSONNEL (INDICATE NO. OF YEARS OF EXPERIENCE)	:
	10.2	INDEPENDENCE FROM PRODUCTION	:
	10.3	AVAILABILITY OF PROCEDURAL WRITE UP/QUALITY PLAN	:
	10.4	INCOMING MATERIAL CONTROL AND DOCUMENTATION	:
	10.5	RELIABILITY/REPUTATION OF SUPPLY SOURCES	:
	10.6	STAGE INSPECTION AND DOCUMENTATION	:
	10.7	SUB-ASSEMBLY & DOCUMENTATION	:
	10.8	FINAL INSPECTION AND DOCUMENTATION	:
	10.9	PREPARATION OF FINAL DOCUMENTATION PACKAGE	:
	10.10	TYPE TEST FACILITIES	:
	10.11	ACCEPTANCE TEST FACILITIES	:
	10.12	CALIBRATION OF INSTRUMENTS AND GAUGES (WITH TRACEABILITY TO NATIONAL STANDARDS) (ATTACH LIST)	:
	10.13	STATUTORY APPROVALS LIKE BIS, IBR, ETC.(AS APPLICABLE)	:
	10.14	SUB-VENDOR APPROVAL SYSTEM AND QUALITY CONTROL	:
	10.15	DETAILS OF TESTS CARRIED OUT AT INDEPENDENT RECOGNIZED LABORATORIES	:
		i) FURNISH LIST OF TESTS CARRIED OUT AND THE NAME OF THE LABORATORY WHERE THE TESTS WERE CONDUCTED	:
		ii) CHECK AVAILABILITY OF CERTIFICATES AND REVIEW THESE WHEREVER POSSIBLE	:
<b>11.0</b>	<b>EXPERIENCE (INCLUDING CONSTRUCTION / ERECTION / COMMISSIONING) TO BE FURNISHED IN THE FORMAT INDICATED IN APPENDIX)</b>		
<b>12.0</b>	<b>SALES, SERVICE AND SITE ORGANIZATIONAL DETAILS</b>		
<b>13.0</b>	<b>CERTIFICATE FROM CUSTOMERS (ATTACH COPIES OF DOCUMENTS)</b>		
<b>14.0</b>	<b>POWER SITUATION</b>		
<b>15.0</b>	<b>LABOUR SITUATION</b>		
<b>16.0 *</b>	<b>APPLICABILITY OF SC/ST RELAXATION (Y/N) IF YES, SUPPORTING DOCUMENTS TO BE ATTACHED</b>		

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<b>17.0</b>	<b>ORGANIZATIONAL DETAILS</b> 1. PF NO 2. ESI NO 3. INSURANCE FOR WORK MAN COMPENSATION ACT NO 4. ELECTRICAL CONTRACT LIC NO 5. ITCC / PAN NO 6. SALES TAX NO 7. WC TAX REG. NO	:
<b>18.0</b>	<b>DOCUMENTS TO BE ENCLOSED:</b> 1. FACTORY LICENCE 2. ANNUAL REPORT FOR LAST THREE YEARS 3. TYPE TEST REPORT FOR THE ITEM 4. PAST EXPERIENCE REPORTS 5. ISO CERTIFICATE –QMS, EMS, OHAS, SA 6. REGISTRATION OF SALES TAX 7. COPY OF TIN NO. 8. COPY OF SERVICE TAX NO. 9. REGISTRATION OF CENTRAL EXCISE 10. COPY OF INCOME TAX CLEARANCE. 11. COPY OF PF REGISTRATION 12. COPY OF ESI REGISTRATION 13. COPY OF INSURANCE FOR WORK MAN COMPENSATION ACT NO 14. COPY OF ELECTRICAL CONTRACT LIC NO 15. COPY OF PAN NO 16. COPY OF WC TAX REGISTRATION 17. DOCUMENTS IN SUPPORT OF SC/ST RELAXATION AT S.NO.16.0 18. GSTN CERTIFICATE	

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

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

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

**The Tata Power Company  
Ltd**



*Business Associate's Safety  
Code of Conduct*

*Document no TPSMS/GSP/  
CSM/015/REV 08*

*Date of Issue: 01/03/2024*

## **Business Associate's Safety Code of Conduct**

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

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<b>The Tata Power Company Ltd</b>		<i>Business Associate's Safety Code of Conduct</i>
<i>Document no TPSMS/GSP/CSM/015/REV 08</i>		<i>Date of Issue: 01/03/2024</i>

### 1.0 Objective

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

### 2.0 Scope

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

### 3.0 Definitions

- 3.1. Contract:** A written agreement between The Tata Power and its Business Associate(s) to supply manpower, services, and/or materials or to carry out the whole or part of any work required by Tata Power (R8).
- 3.2. Contract Administrator (CA):** An officer from Tata Power, accountable for managing contract related activities for implementation of the entire BASCOC (R8).
- 3.3. Order Manager/Engineer in charge:** Order Manager/Engineer in charge is the Tata Power-Division /DISCOM representative, who has the ownership of the given job.
- 3.4. Site Safety Management Plan:** It is the safety plan agreed between Business Associate and Tata Power-Division/DISCOM. It will contain the entire job specific safety requirement and will be signed by the Business Associate.
- 3.5. Business Associate /Vendor (BA):** An individual or a company that provides services to Tata Power-Division/DISCOM under a signed contract.
- 3.6. Business Associate's Supervisor:** The link between The Tata Power and the Business Associates employees. He coordinates the work of his company's employee on site and is responsible & accountable for the safety of contract workforce. He will collaborate with site safety supervisor (SSS) (R8).

- 3.7. BA Employee(s):** Any person(s) employed by a Business Associate having gate pass of BA to carry out the contracted work, but not employed directly by Tata Power (R8).
- 3.8. Sub-Vendor:** Any entity or person engaged & registered as per Tata Power Sub-vendor norms, by a main/prime Vendor to assist in execution of the job.(R8)
- 3.9. Emergency:** It is a serious, unexpected, or dangerous situation requiring immediate action, which may result in loss of life, loss of revenue/property, business discontinuity. In case of Emergency, services may be procured by selecting the qualified vendor based on the vendor category without the safety bid evaluation and approved by adequate authority of MB level or above.
- 3.10. Expert Service jobs:** Jobs which needs expert services of Business Associate which does not involve direct exposure to the potential risk or work which involves only supervisory work such as expert for AI-ML, expert for transmission and distribution network, expert for civil works, expert on transformers, expert for PSCC, expert for equipment overhaul etc.
- 3.11. CEO/Chief/Head of division/Unit/Utility:** Business in charge who is overall custodian of the Tata Power-Division/DISCOM.
- 3.12. Category A: Business Associate/ Vendor:** Vendor eligible to carry out Very High & High risk (as per Tata Power-Division Hazard Identification and Risk Analysis Procedure) and /or Long-Term Contract related to operation and maintenance (O&M) of plant. Vendors must fulfil the requirement specified for Category A in Appendix 4-CSMF-4 of this document.
- 3.13. Category B: Business Associate/ Vendor:** Vendors eligible to carry out technical jobs, that are classified under Medium / ~~low~~ risk. Vendors must fulfil the requirement specified for Category B in Appendix 4-CSMF-4 of this document.
- 3.14. Category C: Business Associate/ Vendor:** Vendors eligible for to carry out low or very low risk administrative and office jobs. For this he must fulfil the requirement specified for Category C in Appendix 4-CSMF-4 of this document.
- 3.15. Category D: Business Associate/ Vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises (e.g., motor rewinding at vendor's shop floor, equipment sent for repair to vendor's works etc.) are classified as Category D Vendor.
- 3.16. High Risk Jobs:** A Job or its activities are considered as Very High or High Risk when Order manager apply the "Tata Power Hazard Identification and Risk Analysis" procedure and found safety risk associated with are under Very High or High category. Indicative lists of jobs are given in appendix 13(R8) of this document.
- 3.17. Medium Risk Jobs:** Jobs or its activities are considered as medium risk when Order manager apply "Tata Power Hazard Identification and Risk Analysis" procedure and found the same as Medium Risk.
- 3.18. Low Risk Jobs:** Any job or its activities are considered as Low or Very low risk while Order manager calculated it by applying "Tata Power Hazard Identification and Risk Analysis" procedure and found it under Low or Very Low category.
- 3.19. Long Duration Jobs:** When the duration of job is more than 12 months, it is considered as long duration job.

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

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

#### 4.0 Responsibilities

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

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

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

4.2.2 Safety Evaluation of the bids along with SCG.

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

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

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

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

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

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

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

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

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

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

- 4.2.12 Ensure Business Associate's adhere to all statutory provisions.
- 4.2.13 In case any Exception needed in agreed safety management plan or in BASCC process for execution of job, document control procedure- **TPSMS/GSP/DC/014** Clouse 6.3 will be applicable, and approval may be obtained by the Order Manager from adequate authority of Chief of Division/CEO of Discom/Chief Corporate Safety.
- 4.2.14 Order Manager for all High Risk shall be HOD/Division Head of Discom and above.(R8)

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

- 4.3.1 To follow all Tata Power-Division /DISCOM Critical Safety Procedure, Rules and guidelines given in **CSM F2 Safety Terms and Conditions**.
- 4.3.2 Undertake job as per **CSM F9 Site Safety Management Plan** and method statements agreed with the Tata Power-Division /DISCOM.
- 4.3.3 Ensure 100% safety capability building L1, L2, L3 for Business Associate work force and supervisor before start of Job
- 4.3.4 Ensure Business Associate safety revalidation test for all workforce quarterly or Half yearly for new business such as Odisha Discom up to three years.
- 4.3.5 Ensure competency assessment of all critical work force working on High-Risk Jobs based on Experience, Technical skill and Safety capability through Order manager or Engineer in charge representative along with division/Discom safety representative.
- 4.3.6 Raise any concerns about their work and its safety with the Order Manager.
- 4.3.7 Report all injuries, near misses, unsafe acts/conditions, and occurrences to the Order Manager immediately.
- 4.3.8 Ensure that all sub-Business Associate s follow the Tata Power Safety Procedure and agreed **CSM F9 Site Safety Management Plan**. If Business Associate sub vendor detail is not available at stage of Bid evaluation, then this can be agreed with Order manager or Engineer in charge before deployment. Ensure that all sub-Business Associate s follow the Tata Power Safety Procedure and agreed CSM F9 Site Safety Management Plan.
- 4.3.9 To follow all statutory requirements as per the laws of the land.
- 4.3.10 All vendors applying for category "A "jobs or submitting quote for high-risk jobs shall obtain certificates of ISO:9001, ISO:14001 and ISO:45001 before submitting quote for high-risk Jobs or otherwise mention plan to get the certification.
- 4.3.11 The BA shall not sublet/sub-contract, transfer, or assign the Contract or any part thereof without the written permission of the CA/ HOD approved by Chief Procurement officer/ Chief Commercial. In the event a contractor violates this condition, the Procurement

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

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

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

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

- I. Sub - Vendor working with his own supervision:- Sub-vendors must achieve a minimum Star-rating of 3 for performing High risk jobs under Tata Power supervision or under the Principal/Main Vendor (Prime Vendor).
- II. Sub-vendor working under Prime vendor's supervision (as supplier of manpower):- Manpower-supply contracts have to be supervised by the Prime vendor and the Prime vendor's Star- rating has to be taken into consideration. Vendors supplying manpower need not qualify in the Star-rating assessment.
- III. Only one level of sub-contracting is allowed, and the use of any sub-vendors must be authorised by Tata Power before any contract is finalised. Sub-vendors shall be subject to the same registration and selection/screening processes, as well as the same Safety performance requirements as those required of all Tata Power vendor's. Sub- vendor details are to be attached to the main contract during the RFQ stage. The process of sub-contracting is to be approved by the Chief / Head of the department (Appendix#14).

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

- 4.4.1 He coordinates the work of his company's employee on site and is responsible & accountable for the safety of BA workforce. He will collaborate with site safety supervisor (SSS). BA's supervisor shall review the Safety requirements with his employees prior to the beginning of each job. Documentation of this review shall be forwarded by him to the Order Manager.(R8)
- 4.4.2 Assigning jobs to his workers, inspection of tools, equipment & PPEs , reporting of incidents & near-misses, housekeeping of work area and carrying out Safety Audits.(R8)
- 4.4.3 Deployment of all applicable Safety standards & procedure as mention in Safety Term& Condition CSMF2 during execution of the jobs.
- 4.4.4 Ensuring job specific training prior to execution of the job.
- 4.4.5 Conducting Tool - box meeting and compliance of SOP & statutory requirements at work place, correction of all unsafe conditions and acts.(R8)
- 4.4.6 BA'S Supervisor will deeply involve in making JSA through participation of work force.(R8)
- 4.4.7 BA's Supervisor will invite all BA employees for participation & engagement daily ensuring 100% in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R8)

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

- 4.5.1 SSS will carry out daily safety audit and inspections of tools, tackles, equipment and PPEs. They will identify and help in correcting the unsafe acts and unsafe conditions created while executing job t site with the help of BA's supervisors (R8).
- 4.5.2 SSS will ensure his participations in TBT and Mass Meetings regularly. They will also ensure reporting of all incidents & near-misses and participate in incident investigation (R8).
- 4.5.3 SSS will help in risk assessment of activities while developing SOP for the job (R8).
- 4.5.4 SSS will deeply involve in making JSA through participation of work force.
- 4.5.5 SSS will assist for participation & engagement of 100% BA employees daily in either observation reporting, TBT, Mass Meeting and discussion for Risk Assessment & implementation of control measure.(R8)

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

- 4.6.1 Assessment of Safety Potential of new vendor before registration using CSM F1 Process Flowchart for Vendor Registration, CSM F3 Safety Category Qualification Form and CSM F4 Safety Potential Evaluation Criteria along with Star Rating(R8).
- 4.6.2 Safety Evaluation of the bids as per evaluation format CSM F7 Safety Bid Evaluation Criteria

- 4.6.3 Finalization of the **CSM F9 Site Safety Management Plan** submitted by the Business Associate.
- 4.6.4 During Safety Bid Evaluation for following types of jobs are evaluated:
  - 4.6.4.1 High-Risk jobs, Medium Risk job, Major Shutdowns and Outages.
  - 4.6.4.2 Capex jobs of High-Risk Category.
- 4.6.5 Site safety supervisor deployment for any specific & specialized work will be decided by SCG.(R8)

**4.7 HR Department(R8):**

- 4.7.1 Ensuring Health (Medical, Drinking water facility & sanitation support) & welfare (canteen services, rest room & sitting facility, first Aid) for BA employees as per social accountability guidelines stipulated in factory rules for all clusters (R8).
- 4.7.2 Ensuring protection of their legal rights, wages, insurance, provident fund etc. through awareness programs and through regular interaction with the contract employees (R8).
- 4.7.3 Enhancing capability competency and skill of BA employees, arranging Safety training for BA employees (R8).

**5.0 Procedure**

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

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

SI No.	Name	Explanation	Key Elements
1	Registration of BA	Pre-Qualification for Registration	Identify BA who comply with Tata Power's Safety principles and standards. <ol style="list-style-type: none"> <li>1) <b><u>CSM F1 - Process Flow Chart for Vendor Registration</u></b> to be use for vendor registration.</li> <li>2) <b><u>CSM F2 Safety Terms and Conditions (R8)</u></b>: The document CSM F2 Safety Terms and Conditions provides the information about Tata Power-Division /Odisha Discom safety System to the Business Associate.</li> <li>3) Evaluation of BA's safety category as per <b><u>CSM F3 - Safety Category Qualification form</u></b></li> <li>4) Evaluation of BA's Safety potential &amp; Star rating as per <b><u>CSM F4 - Safety Potential Evaluation Criteria</u></b> before</li> </ol>

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

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

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

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

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

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

**5.1.1 Star Rating(R8)**:

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

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

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

**5.2 Contract Preparation :**

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

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

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

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

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

#### **5.4 Capability Building(R8):**

##### **5.4.1 Before issuing gate pass:**

**For Odisha Discom/New business(R8):** All Tata Power Business Associate and sub Vendor workforce is required to attend Site Safety Orientation Training to receive a Safety Training Card, which is required to obtain a Gate Pass to the site, prior to entry. This Safety Orientation Course will be for duration of minimum half day. The information provided during the orientation will include, but is not limited to following:

- Job rules, personal safety, and conduct
- Hazard's reporting
- Reporting of injuries
- Emergency procedures
- Safety Activities and Program including disciplinary measure and incentives.
- Critical safety procedure relevant to the job

##### **For Tata Power Divisions:**

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

#### **5.4.2 Before start of actual work:**

- Appropriate practical training such as SHE L1, L2& L3 is given to ensure that a jobholder, either supervisor or worker, is competent to do his/her job safely. The skill training is provided through TPSDI, and other agencies authorized by Tata Power on the list of 15 critical Safety procedures mentioned under safety procedures. Duration of course is as specified by Division/Discom
- Business Associate shall ensure that concerned workmen are provided with adequate training before he/she is allowed to execute the work. An evaluation test will be conducted after the completion of the training. Those employees who meet the minimum required competency will be provided with Certificate (Card), which will be valid for 3 years, post which the workmen have to reappear for assessment.
- If the workman is not able to qualify the assessment, he/she will be given 3 additional attempts to clear in 3-month time failing which he/she will not be allowed to work in the Division /Discom.
- After expiry of Certificate or Training /Competency Card again one day recertification of L1, L2 and L3 skill training will be provided.
- Quarterly /Half yearly (For Odisha and New business) Revalidation Test - "SHE L1 Revalidation test" will be conducted for the Business Associate's employees to revalidate their safety awareness and knowledge.
- Order Manager and Safety In charge of the Division/Site /Plant will conduct a Competency Assessment of all workforces, going to be deployed at site / plant for high-Risk job.
- The Contactor shall bear the conveyance and food expenses of his staff for attending training sessions and capability building sessions in new business-like Odisha Discom.
- The Contactor shall bear the entire cost of L1/L2/L3, the costs towards training, salaries/wages, boarding and lodging of his staff for attending training sessions and capability building sessions. These trainings are offered on nominal chargeable basis payable by Business Associate and rates shall be decided by TPSDI from time to time in case of training through TPSDI. Generally, L0 is of one day, L1 is for 2 days for each critical procedure and L3 is for one day. Around Rs 700+GST is approx. cost /Day/Candidate.
- Competency assessment of all critical workforce to be carried out for all who has taken L2 training.

#### **5.4.3 Recognition to the Prior Learning in Safety**

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

### **5.5 Managing Work(R8):**

Order Manger shall -

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

- **Felt Leadership for Business Associates Proprietor /Co-ordinators:** This program aims to develop leadership skills within the Business Associates Proprietor/Co-ordinators. It encourages individuals to take ownership of their work and fosters a culture of responsibility and accountability.
- **Behavior based safety program (Jivan Ki Aur):** It aims to create regular awareness among all ground staff. It seeks to sensitize them, establish relationships, foster teamwork, enhance communication, motivate and empower everyone, promote good health, and enable a happy and safe life. The program will cover various activities such as morning meetings, home visits, personal meetings, group meetings, short training sessions, games, and other forms of engagement.

#### 5.6 Periodic Evaluation(R8):

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

#### 5.6.1 Safety performance retention:

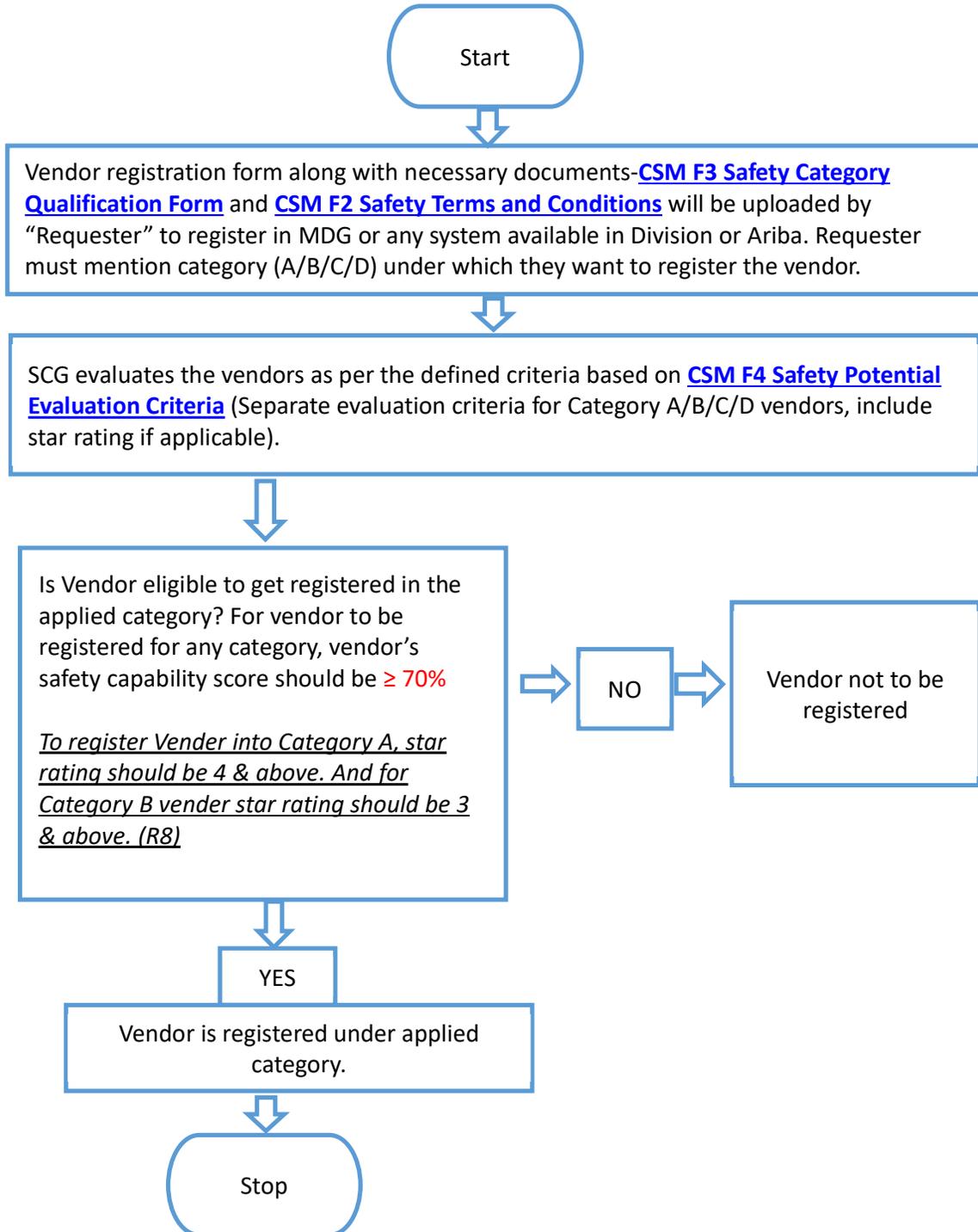
A certain percentage of the bill value will be retained against every running bill as safety performance retention. The amount will be released with the last invoice or every six-month based on Safety

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

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

1. The safety retention amount will not be applicable if there is clause of Contract Performance Bank Guarantee (CPBG) and safety performance of Business Associate is as per desired criteria.
2. If safety performance of Business Associate is not as per desired criteria (as per Appendix 10 – CSM F10 – Process Flow Chart for Safety Performance Evaluation and Appendix 11: CSM F11 - Safety Performance Evaluation Criteria. then safety retention percentage as mentioned in table above will be deducted from running bill.
3. Bidder to give understanding that if there are any deductions required to be made for safety non-performance as per the Safety Performance Score, then Tata Power shall recover any such deductions against safety non-performance directly from the monthly bills / final settlement or it shall be within its right to recover such sum from accounts payable or the CPBG or the retention of the Business Associate available with Tata Power for the said contract between the Business Associate and Tata Power.  
For all other contracts retention amount is applicable as per table given above.
4. The retention amount against non-safety performance saved and Penalty will go to a separate Safety Improvement Fund.
5. For the contract value of more than Rs 1 Cr or contract duration more than 12 months, the retention amount shall be released half yearly based on safety performance. For all remaining contracts, the retention amount will be released with the final bill.
6. Safety performance bonus 1% (limiting to 50 lakhs) of the invoice value will be considered at the end of the job if the contractual safety performance score is 100%.

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



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

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

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

**Safety Category Qualification Form**

**Please consider my application for**

**Category A Vendor:** Vendor eligible to carry out Very High- and High-risk O&M/Project jobs

**Category B Vendor:** Vendors eligible to carry out technical jobs, classified as Medium / low risk

**Category C Vendor:** Vendors eligible for to carry out low or very low risk administrative and office job

**Category D vendor:** All Consultants, Medical Practitioners or vendors taking job from Tata Power and working from their own premises.

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

Name of the Vendor:																							
	- LTISR		<table border="1"> <tr> <td>LTIF</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>R</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>LTIS</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>R</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	LTIF					R					LTIS					R				
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3	Any Compensation paid due to accidents during current and last three years?	Yes/No	<table border="1"> <thead> <tr> <th></th> <th>Amount (INR)</th> <th>Man-hour</th> </tr> </thead> <tbody> <tr> <td>Current Year</td> <td></td> <td></td> </tr> <tr> <td>Y1 (Last FY)</td> <td></td> <td></td> </tr> <tr> <td>Y2</td> <td></td> <td></td> </tr> <tr> <td>Y3</td> <td></td> <td></td> </tr> </tbody> </table>		Amount (INR)	Man-hour	Current Year			Y1 (Last FY)			Y2			Y3							
	Amount (INR)	Man-hour																					
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Y2																							
Y3																							
4	Any prosecution against you by statutory bodies/clients during last three years due to statutory violations, criminal negligence towards safety and dereliction of duty of care towards your employees? Is any case still pending against you?	Yes/No	<p>If yes, give details.</p> <p>If no, give an undertaking that no case is pending against you and you have not been prosecuted by statutory bodies or clients.</p>																				
5	Do you have Safety Policy? Safety Principles? And Lifesaving Rules?	Yes/No	If yes, attach copy of the documents available.																				
6	Do you have Safety training process?	Yes/No	If yes, attach safety training process and average training man-hour of your employees for the last three years.																				
7	Do you have a system for recording, reporting, and investigating all incidents or near misses?	Yes / No	If yes, show the incident statistics of last three years and implementation of CAPA.																				
8	Do you have a disciplinary action program against your employees for violation towards safety rules and procedures?	Yes/No	If yes, show the records of disciplinary action taken the last three years.																				
9	Do you have a reward and recognition scheme for your employees who show exemplary safe	Yes/No	If yes, show the records of Reward and Recognition given during. the last three years.																				

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

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

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

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

Signature :

Name and Designation:

Stamp of Organization :

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

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

- 1) **Category A-** Vendors eligible to carry out High risk Jobs

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

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

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

Sr No	Description	Weight age (%)	Actual Score
1	Does the service provider have a valid 45001 Certification?	10	
2	<u>Performance Measure: Lead Indicator</u> <i>(Ref to Safety Performance evaluation report CSM F11 (A) Lead indicator score)(R8)</i>	<u>40</u>	
3	<u>Performance Measure: Laq Indicator</u> <i>(Ref to Safety Performance evaluation report CSM F11 (B) Laq indicator score)(R8)</i>	<u>20</u>	
4	Has there been any prosecution / conviction for any Contravention regarding safety and Health provision under the factories Act/Electricity Act / BOCW Act and Rules framed there under? If yes Give Zero otherwise 5 Marks.	5	
5	Check the Safety orientation & training process of Service provider- Records of Safety training provided to safety officer/supervisor /workmen during last 1 year as percentage (%) of total employed by service provider <ul style="list-style-type: none"> <li>✓ <b>Safety Officer:</b> &gt;80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and &lt;50%: Zero.</li> <li>✓ <b>Safety supervisor:</b> &gt;80% of employees: 5 Marks, 50 to 79% of employee: 2.5 Marks and &lt;50%: Zero.</li> <li>✓ <b>Workmen:</b> &gt;80% of employees: 10 Marks, 50 to 79% of employee: 5 Marks and &lt;50%: Zero</li> </ul>	20	
6	Check the organizational structure for safety professionals & engineers / supervisors. <ul style="list-style-type: none"> <li>✓ Check Availability of number of Safety Supervisor from government recognized institute as per workforce strength. 1 in 50 employees than 5 Marks <u>otherwise Zero.</u> (R8)</li> </ul>	<u>5</u>	
	Total	100	

**Evaluation Criteria for Category C**

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

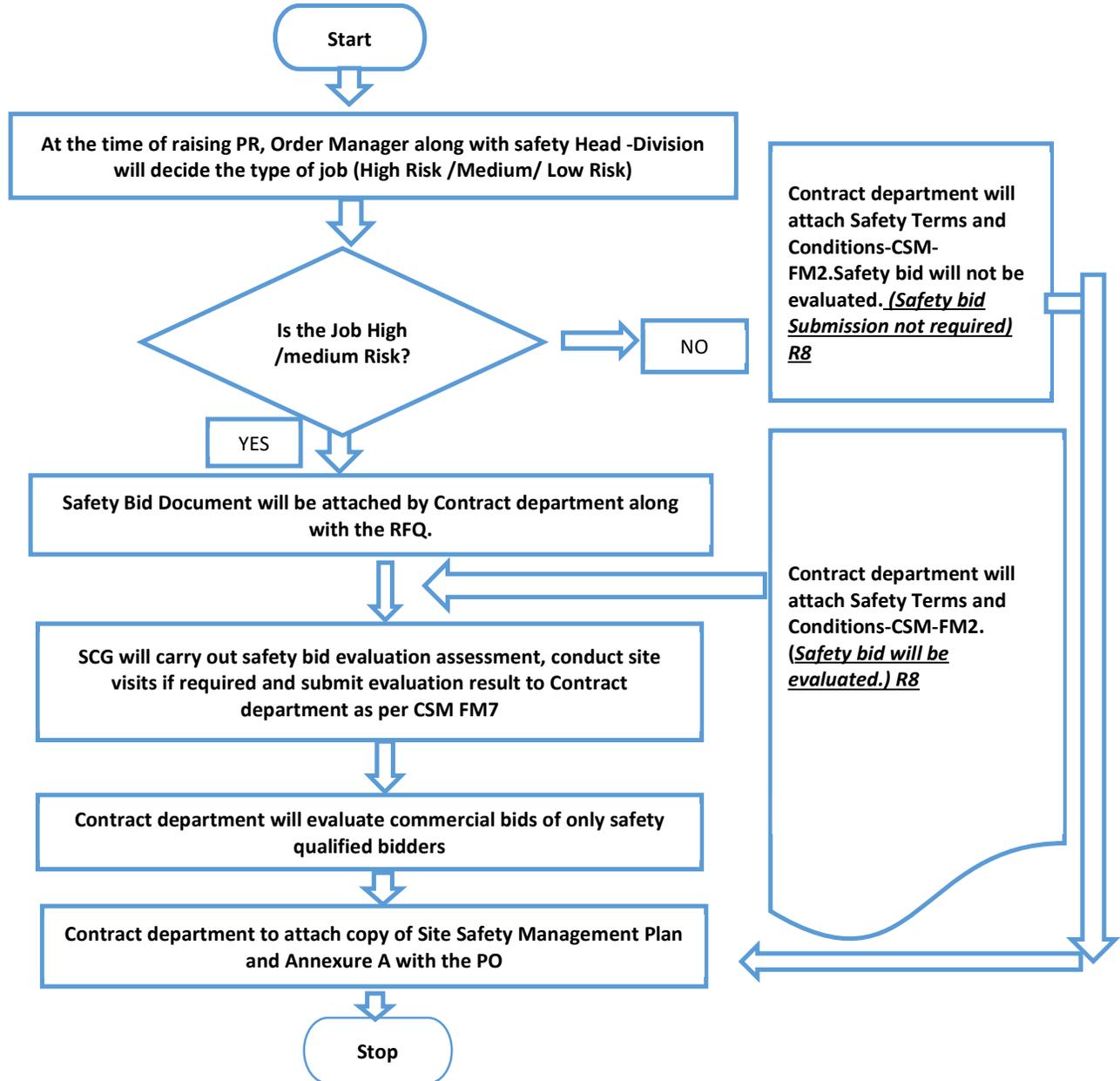
1	Does the Business Associate have a valid ISO 9001 certification?	40	
2	Check the Safety statistics of Service provider (If available than 10 otherwise Zero)	10	
3	Check the trend LTIFR/LTISR for last 3 years (If less than 0.2 than give 20 Marks if between 0.2 to 0.3 than give 10 marks and otherwise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

**Evaluation Criteria for Category D**

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

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

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



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**Appendix 6: CSM F6 - Safety Competency Assessment Form (Template)**

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

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

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

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

**Instruction to Bidders:**

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

**Direct Bidder Employee – Green**

**Partly Direct / partly Subcontracted – Yellow**

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

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

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

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

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

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

**3. Safety Records:**

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

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

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

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

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

(Use Method Statement template attached as Appendix 9)

**5. PPE Requirement**

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

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

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

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

SI No	Crane No	Location	Year

--	--	--	--

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

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

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

**10. Management System Certification: -**

Sr.No	Certification	Yes / No	If Yes, Year of Certification	If No, Target date for Certification
1	ISO 9001			
2	ISO 14001			
3	ISO 45001			
4	Any other (Specify....)			

Note: Please attach certificates to support above. In case not accredited for above but applied for, application letters may be attached.

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

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

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

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

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

**Evaluation Criteria**

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

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7	Training Records	5	Training records to be evaluated with evidence and scoring to be done as per availability of records
8	Certificate Accreditation	5	ISO 9001-2.5 Marks ISO 45001- 2.5 Marks ISO14001- 2.5 Marks. Total Max 5 Marks for all Three
9	Safety Initiative for learnings implemented in accidents in organization and work force (Fatal / Non-Fatal)	15	Maximum 15 marks will be awarded for visible evidence in terms of safety initiative deployed based on learning of accident in organization and workforce in case of accident
10	Rewards and Recognition Process	5	Maximum 5 marks will be awarded for R&R process evidence
<b>Total</b>		<b>100</b>	

**Safety Records (Lag Parameter)**

1.	Fatal Accident	(-) 10 Marks for each case with max of 15 marks	For any fatality in Tata power /Other company in Current and last three years 10 marks will be deducted with maximum up to 15 marks.  For new entrant BA, these marks will be deducted for Past safety records.  If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.
2	LWDC (Non-fatal)	(-) 5 Marks for each case with max of 10 marks	For each LWDC (Non-Fatal) case in Tata power /Other company in Current and last years, 5 marks will be deducted with maximum up to 10 marks.  For new entrant BA, these marks will be deducted for past safety records.  If and BA found hiding such facts, then contract will be terminated immediately during the execution stage.

The Tata Power Ltd	Company	Minimum Requirement	Weightage	Score Obtained
Document no TPSMS/GSP/CSM/015/REV 08			Business Associate's Safety Code of Conduct (R8)	Date of Issue: 01/03/2024
Manpower	<b>Safety Officer (1 per 500 workers) or as per requirement</b>	<b>Qualification</b> - Safety Officer shall possess recognized degree in any branch of engineering with practical experience in similar industries of Min 2 years and Advance Diploma In Industrial Safety by State technical board. (Each state government prescribes the qualification of safety officer.). Require knowledge of Local language.  <b>Experience-</b> Minimum 2-year experience in relevant field as mentioned in the job in PR.	5	
	<b>Safety Supervisor (1 per work site up to max. 50 workers).</b>  <u><i>(For any specific &amp; specialized work, site safety supervisor will be decided by SCG)(R8)</i></u>	<b>Qualification-</b> Supervisor shall possess ITI/ Diploma in relevant field. PDIS is desirable, but not mandatory. Require knowledge of Local language.  <b>Experience-</b> Minimum 5-year experience in relevant field as mentioned in the job in PR.  <b>Training</b> – Trained and certified by Tata power Skill development Institute or equivalent institute in relevant safety procedures.  <b>Note:</b> On request of the Business Associate /Users -TPDSI should vet & certify the skilled & experienced Technician if Technical Qualification is not adequate.	5	
	<b>Qualified Technician (Skilled workers as electrician, rigger, fitter, welder, cable jointer, line men etc.)</b>	<b>Experience-</b> Minimum 2-year experience (or experience prescribed by state government) in relevant field as mentioned in the job in PR.  <b>Training</b> – Trained and certified by TPSDI or equivalent institute in relevant safety procedures.	5	
<b>Tools &amp; Tackles</b>	Equipment / Machines/ Tools & Tackles (lifting	The list of Equipment /Machines / Tools and tackles to be used for job to be submitted by the Business Associate.  Evaluation of the list will be carried out based on	15	

	and shifting tools)	1) Suitability as per the relevant job 2) Make and age of the tools from authorized agencies defined by the user. 3) Certification by the competent authority of respective state.		
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**Final Qualifying Criteria**

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

**Appendix 8: CSM F8 - PPE requirements**

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

**PPE Requirement**

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

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

**PPE Type and Testing Frequency**

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

**Pictorial View of PPEs for reference purpose**

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

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

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

**Note:**

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

**Appendix 9: CSM F9 - Site Safety Management Plan / Method Statement**

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

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

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

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

--

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

--

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

--

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

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

**6.1 Pre-Working Checks**

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

**Tools required for work:**

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

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

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

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

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

**Attachment:** - Specific Risk Assessment

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

<b>Fall Protection Measures: (Where Work at height cannot be avoided)</b>	
<b>Control Measures for Electrical Hazards</b>	
<b>Others Hazard if any (please provide details)</b>	

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**Hazardous Substances to be used in job:**  
(Attach MSDS if required)

Acute Toxic	Health Hazard	Corrosive	Dangerous For the environment	Oxidising	Highly flammable	Explosives
Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N

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

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

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

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

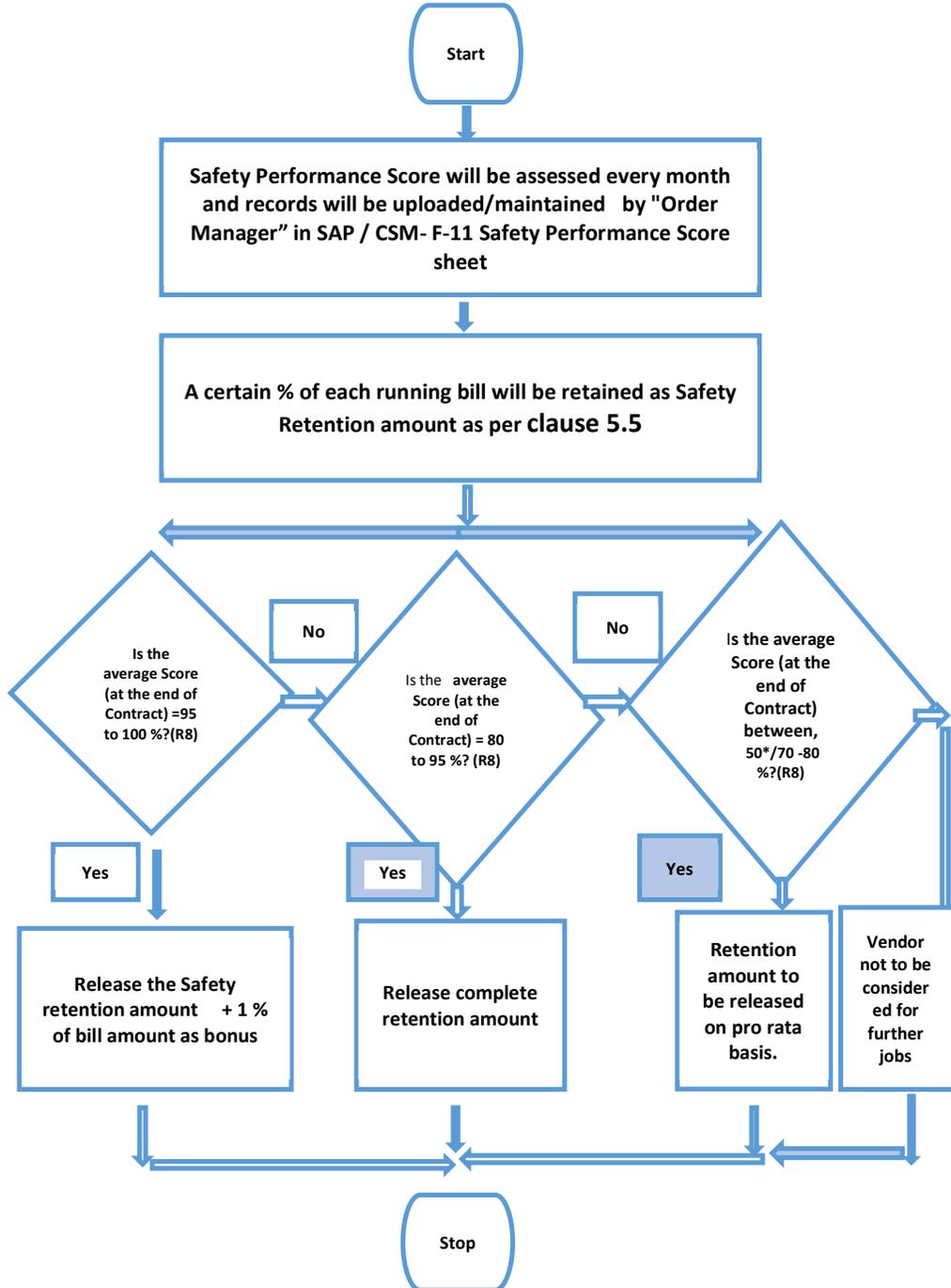
**11.0 First Aid facilities and Nearby Hospitals Details**

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

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

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

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



\* For New Business such as Odisha Discoms

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

**Safety Performance Evaluation Report- CSM F11**

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

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

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

**Appendix 12: CSM F12 - Safety Violation Penalty Criteria**

**Major Violations and Escalation matrix**

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

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

### Other Violations and Penalty

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

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

13	Grinding wheel/ Coupling/ Piling winch/other rotating parts without guard	4	4000
14	Inadequate illumination of working area	3	3000
15	Bringing inside PSS/FCC or any other work area any chemicals without approval.	5	5000
16	Loose materials in work area which can fall down or fly during a storm	5	5000
17	Misusing emergency facilities like fire hydrant line/ hose box/ spray system/ eye wash etc.	3	3000
18	Entering restricted areas like switch yard, hazardous material storage room etc. without authorization	3	3000
19	Not using 24 V lamp inside confined spaces	3	3000
20	Bypassing/overriding safety interlocks	5	5000
21	Working besides road without proper barricading and monitoring of traffic	5	5000
22	Smoking in prohibited area (Closed Go-downs, Storage of flammable material, Storage of Gas cylinders, PSS, Offices etc.)	3	3000
23	Improper stacking of materials in Storage Yard	4	4000
24	Sleeping at workplace	3	3000
25	First aid box not available / in locked condition	2	2000
26	Appointment of sub Business Associate without his Safety Bid Evaluation and/or without the permission of engineer in charge or Order manager.	5	5% of order value
27	Bad Housekeeping with respect to <b>TPSMS/GSP/GHK/022</b> <ul style="list-style-type: none"> <li>• 1st Instant</li> <li>• 2nd instant</li> <li>• 3rd instant</li> <li>• 4th instant</li> <li>• Subsequent instants</li> </ul>	2	<ul style="list-style-type: none"> <li>• 1000</li> <li>• 2000</li> <li>• 5000</li> <li>• 10000</li> <li>• 10000</li> </ul>
28	Violations related to vehicles with respect to <b>TPSMS/CSP/RSP/015.</b> <ul style="list-style-type: none"> <li>• Parking without wheel choke</li> <li>• Parking in undesignated area</li> <li>• Heavy vehicle without helper or co-driver</li> <li>• Seat belt not available / not used</li> <li>• Driver without license</li> <li>• Heavy vehicles without reverse horn</li> <li>• Using mobile phone while driving</li> <li>• Lights/mirrors not working /broken</li> </ul>	3	1000 per each violation

28	<p>Violation in Gas cutting and Gas cylinder handling</p> <ul style="list-style-type: none"> <li>• Cylinder valve without guard</li> <li>• No flashback arrester</li> <li>• Leaky DA/Oxygen hose</li> <li>• Cylinders not kept in secured manner</li> <li>• Cylinder trolley not available</li> <li>• Cylinders are transported by manual rolling</li> </ul>	5	2000 per each violation
29	<p>Violations in Lifting Operations w.r.t. to TPSMS/CSP/HEMS/005</p> <ul style="list-style-type: none"> <li>• Hook latch missing</li> <li>• Load raised or swung over people or occupied areas of building</li> <li>• Persons standing within the swing area of the crane</li> <li>• No barricading of crane working area</li> <li>• Use of damaged lifting tools and tackles</li> <li>• Lifting tools and tackles not tested / Test certificate expired</li> <li>• Crane operator without proper license</li> <li>• Angular loading</li> <li>• Lifting / shifting heavy material without guide rope</li> <li>• Using mobile phone during loading and unloading jobs</li> </ul>	5	2000 per each violation
30	<p>Violation in Scaffolding work w.r.t. to TPSMS/CSP/SCAF/007</p> <ul style="list-style-type: none"> <li>• Unstable scaffolding/nonstandard Scaffolding in use</li> <li>• Handrails/mid rails/toe guards missing</li> <li>• Safety harness not anchored on fixed structure</li> <li>• Opening found in working platform</li> </ul>	5	2000 per violation
31	<p>Violation in Excavation Work w.r.t. to TPSMS/CSP/EXS/002</p> <ul style="list-style-type: none"> <li>• Loose material falling into excavated pit</li> <li>• Water logging in excavated pits / trenches</li> <li>• Inadequate or no barricading</li> <li>• Undercut / cave in found on sides of excavated pits</li> </ul>	4	2000 per violation
32	Caution boards, danger signs (luminescent /red) along with emergency contact number are not found displayed.	3	3000
34	Spillage of hazardous material/chemicals during transportation	4	4000

**Penalty for Incidents / Accidents**

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

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

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

**Appendix 13: Indicative List of High-Risk Jobs (R8)-**

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

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

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



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

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

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

**Form**

Ref No.....

Date: .....

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

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

Through: Representative of user department (Signature)-

Dear Sir,

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

We seek your approval for the engagement of Sub-vendor/ Vendors (registered as per BASCC) for  
execution of the job as detailed below.

Tick option A or B as applicable:

A) M/s ..... Vendor code (3-Star qualified) will be  
deployed as

B) Sub-vendor for executing the job under their own supervision.

M/s .....

**The Tata Power Company  
Ltd**



*Business Associate's Safety  
Code of Conduct*

*Document no TPSMS/GSP/  
CSM/015/REV 08*

*Date of Issue: 01/03/2024*

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

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

Thanking you

Yours sincerely  
(Prime Vendor with office seal)

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

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

---

For Official Use only

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

**The Tata Power Company Ltd**



*Business Associate's Safety  
Code of Conduct*

*Document no TPSMS/GSP/  
CSM/015/REV 08*

*Date of Issue: 01/03/2024*

CONFIDENTIAL



**TP WESTERN ODISHA DISTRIBUTION LIMITED**  
(A Tata Power & Odisha Govt. Joint venture)  
Corporate Office, Burla-768017



## **ANNEXURE-VIII**

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

#### **1) Tender Fees**

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

#### **2) Earnest Money Deposit (EMD)**

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

#### **3) Qualification Requirement for Open Tenders**

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

#### **4) Performance Bank Guarantees**

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



## **ANNEXURE-IX**

### **TATACODE OF CONDUCT**

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

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

The Contractor is requested to bring any concerns regarding this to the notice of our Head-Procurement & Contracts, e-mail ID: [ajit.singh@tpwesternodisha.com](mailto:ajit.singh@tpwesternodisha.com)





## ANNEXURE – X

Ariba Manual for supplier/service provider



SUPPLIER MANUAL ANSWERING  
TO  
E-BIDDING

Company Confidential	<b>Version 1.2</b> DEC - 2020
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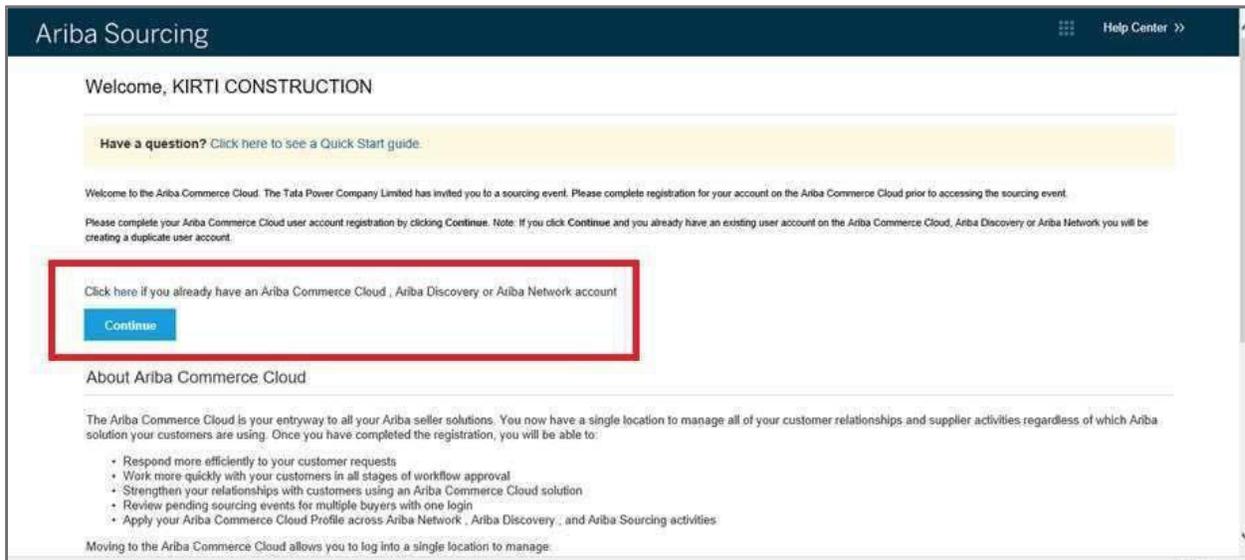
## 1- Accessing Ariba Sourcing

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

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



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



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

Company Name: KIRTI CONSTRUCTION

Country: India [IND]

Address: Yashodeep E3-08  
Sector 27 Kopekhiarne Navi Mumbai  
400709

City: mumbai

State: maharashtra

Postal Code: 400709

Product and Service Categories: Enter Product and Service Categories

Ship-to or Service Locations: Enter Ship-to or Service Location

Tax ID: Optional

DUNS Number: Optional

Supplier has to fill the form

Buttons: Add, Browse

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

The image shows a registration form with the following elements:

- A password field with a strength indicator (\*\*\*\*\*).
- A "Secret Question" dropdown menu with the text "In what city was your mother born?". A note states: "The answer to your secret question must be at least 5 characters."
- Two more password fields (\*\*\*\*\*).
- A "Language" dropdown menu set to "English". A note states: "The language used when Ariba sends you configurable notifications. This is different than your web browser's language."
- A paragraph of legal text: "Ariba will make your company profile, which includes the basic company information, available for new business opportunities to other companies. If you want to hide your company profile, you can do so anytime by editing the profile visibility settings on the Company Profile page after you have finished your registration. By clicking the Submit button, you expressly acknowledge and give consent to Ariba for your data entered into this system to be transferred outside the European Union, Russian Federation or other jurisdiction where you are located to Ariba and the computer systems on which the Ariba services are hosted (located in various data centers globally), in accordance with the Ariba Privacy Statement, the Terms of Use, and applicable law."
- A second paragraph: "You have the right to access and modify your personal data from within the application, by contacting the Ariba administrator within your organization or Ariba, Inc. This consent shall be in effect from the moment it has been granted and may be revoked by prior written notice to Ariba. If you are a Russian citizen residing within the Russian Federation, You also expressly confirm that any of your personal data entered or modified in the system has previously been captured by your organization in a separate data repository residing within the Russian federation."
- A checkbox labeled "I have read and agree to the Terms of Use and the Ariba Privacy Statement" which is checked and highlighted with a red box.
- "Submit" and "Cancel" buttons.

## 2 Vendor Screen - Submitting Your Answers / Proposal

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

Step 1 - Log on [supplier.ariba.com](http://supplier.ariba.com)

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

The image shows the "Supplier Login" screen for SAP Ariba Proposals. The header includes the SAP Ariba logo, "Proposals Powered by Ariba Sourcing", and a "Help Center" link. The main content area has a blue background with the text "Supplier Login". Below this are input fields for "User Name" and "Password", a blue "Login" button, and a link for "Forgot Username or Password". At the bottom, there is a link: "Need help? See Quick Start". On the right side, there is an image of a laptop displaying a dashboard with various charts and data.

Step 3 - Go to "Ariba Proposals & Questionnaire".

The screenshot shows the Ariba Sourcing dashboard. On the left, a navigation menu is open, highlighting "Ariba Proposals and Questionnaire". A blue callout bubble points to this menu item with the text: "Goto 'Ariba Proposals & Questionnaire' after logging in at supplier.ariba.com". The main dashboard area displays the Tata Power logo and a list of events. A second blue callout bubble points to the "Events" section with the text: "Events (Tender enquiries) in which Bidder has participated shall be visible. Click and enter into any specific event".

Title	ID	End Time	Event Type
Maintenance of HT and LT Networks for Tata Power Distribution at Odisha (TPC-ENGG-ENQ-016-20-21)	Doc2416130949	6/4/2020 4:55 PM	RFP
Tender Documents-Meter Reading Cum Spot billing and Bill Distribution(TPC-ENGG-ENQ-015-20-21)	Doc2420255101	6/4/2020 3:00 PM	RFP

The screenshot shows the "Event Details" page for Doc2420255101 - Tender Documents-Meter Reading Cum Spot bill... The page includes a "Checklist" on the left with steps: 1. Review Event Details, 2. Review and Accept Prerequisites, and 3. Submit Response. A central yellow banner contains a warning about prerequisites. Below this, there are buttons for "Download Content", "Review Prerequisites", "Decline to Respond", and "Print Event Information". A blue callout bubble points to the "Review Prerequisites" button with the text: "Click on 'Review Prerequisites'". The "Tender Documents" section is partially visible, showing an introduction.

Prerequisites must be completed prior to participation in an event.

1. Review Event Details

2. Review and Accept Prerequisites

3. Submit Response

In consideration of the opportunity to participate in on-line events ("On-Line Events") held and conducted by the company sponsoring this On-Line Event ("Sponsor") on the web site (this "Site") hosted by Ariba, Inc. ("Site Owner"), your company ("Participant" or "You") agrees to the following terms and conditions ("Bidder Agreement").

- Bids.** If you are invited to participate in the On-Line Event, Sponsor reserves the right to amend, modify or withdraw this On-Line Event. Sponsor reserves the right to accept or reject all or part of your proposal. Submission of a bid does not create a contract or any expectation by Participant of a future business relationship. Rather, by submitting a bid, you are making a firm offer which Sponsor may accept to form a contract, subject to section 2 below. Sponsor is not liable for any costs incurred by Participant in the preparation, presentation, or any other aspect of Participant's bid.
- Price Quotes.** Except to the extent Sponsor allows a non-binding bid, all Bids which Participant submits through the On-Line Events are legally valid quotations without qualification, except for data entry errors.
- Procedures and Rules.** Participant further agrees to be bound by the procedures and rules established by the Site and Sponsor.
- Confidentiality.** Participant shall keep all user names and passwords, the On-Line Event content, other confidential materials provided by the Site and/or Sponsor, and all bids provided by You or another participating organization in confidence and shall not disclose the foregoing to any third party.
- Bids through Site only.** Participant agrees to submit bids only through the on-line bidding mechanism supplied by the Site and not to submit bids via any other mechanism including, but not limited to, post, courier, fax, E-mail, or orally unless specifically requested by Sponsor.
- Ethical Conduct.** All parties will prohibit unethical behavior and are expected to notify the Site Owner by contacting the appropriate project team if they witness practices that are counter-productive to the fair operation of the On-Line Event. If Participant experiences any difficulties during a live On-Line Event, Participant must notify Site Owner immediately.
- Survival.** The terms and conditions of this Bidder Agreement shall survive completion of the On-Line Event.

\*\*\*\*  
BAv1.1.19Aug05.

I accept the terms of this agreement.

I do not accept the terms of this agreement.

Accept the Terms of Agreement and Submit

Console Doc2420255101 - Tender Documents-Meter Reading Cum Spot bill... 8 days 03:33:47

Event Messages  
Response History  
Response Team

1. Review Event Details

2. Review and Accept Prerequisites

3. Submit Response

All Content

Name	Content
2.1	Please attach the Techno-Commercial bid
2.2	Please attach your techno commercial offer (Extra File)
3 Price Bid	<p>3.1 Bidder to specify the prices either in terms of percentage ( % ) or Value where the options are available for both percentage ( % ) , please Specify Zero ( 0 ) in the amount field and vice-versa.</p> <p>3.2 Bidders to download editable copy of Price bid format (Which...), review, and re-attach the same after filling in prices as their Price Bid. No Alterations/changes shall be made by the bidders in this... if requested.</p> <p>References-</p>

(\*) indicates a required field

Submit Entire Response Update Totals Page Excel Import

Price Bid to be attached in Tab 3.2. Attach file link is towards extreme right, and is shown in next slide

Technical Bid to be attached in Tab 2.1 and 2.2. Attach file link is towards extreme right, and is shown in next slide

Dipendra Ghemra (dipendra@gmail.com) last visited 26 July 2020 15:55:18 PM | Helpdesk | Cybernet Ltd. AAR1023324114  
© 1999-2019 Ariba, Inc. All rights reserved. SAP Ariba Privacy Statement Security Disclosure Terms of Use

These are "Attach File" links for Tab 2.1 and 2.2 where Technical bid is to be attached. Pls attach files in BOTH these tabs otherwise it will show error on submission.

Terms of percentage ( % ) or Value where the options are available for both, In case price is specified in 0 ) in the amount field and vice-versa.  
It is part of Annexure I of Tender(attached herewith, and re-attach the same after filling in prices as their Price Bid, must apart from entering their rates/prices/taxes as requested.

This is "Attach File" link for Tab 3.2 (Price Bid).

Click On "Submit Entire Response" AFTER Attaching technical and Price bids as above.

Note: In case of multiple files, all files can be kept in one folder and folder can be converted to zip file for attaching

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

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

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

back to This Tata Power Company Limited-TEST Dashboard Desktop File Sync Notifications

Compose New Message

From: shingara manufacturers (Ravi Shingara's)

To: Project Team

Subject: Doc601246037 - sourcing project 001

Attachments: Attach 2 file

User Sir,  
Can we submit the price ??  
Regards,  
ABC

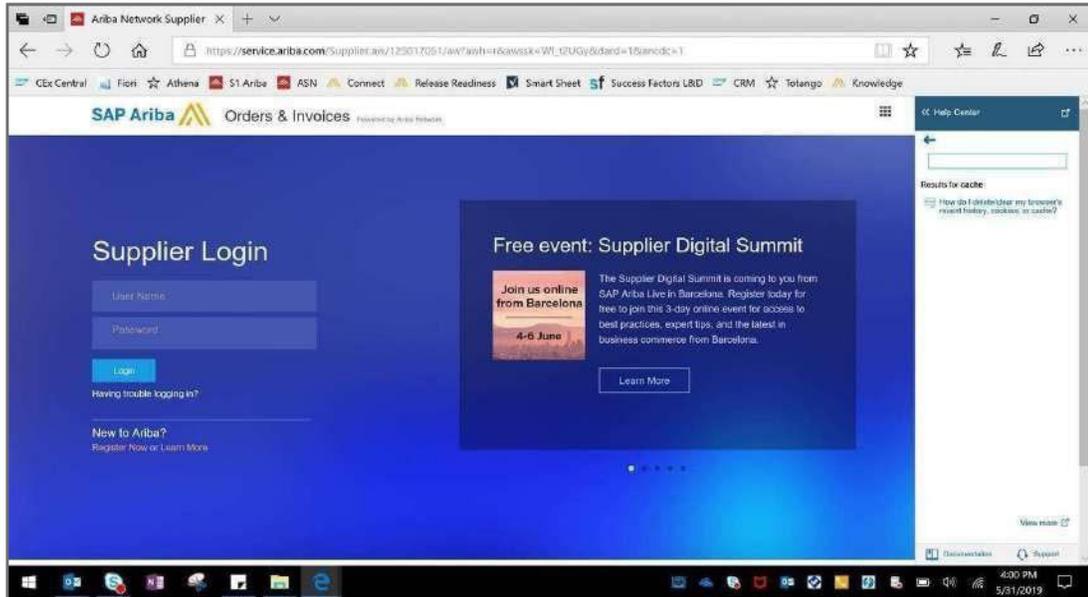
## 

[Participating in a RFI or RFP on Ariba Network](https://www.youtube.com/watch?v=9_XXUaVyl7o) - [https://www.youtube.com/watch?v=9\\_XXUaVyl7o](https://www.youtube.com/watch?v=9_XXUaVyl7o)

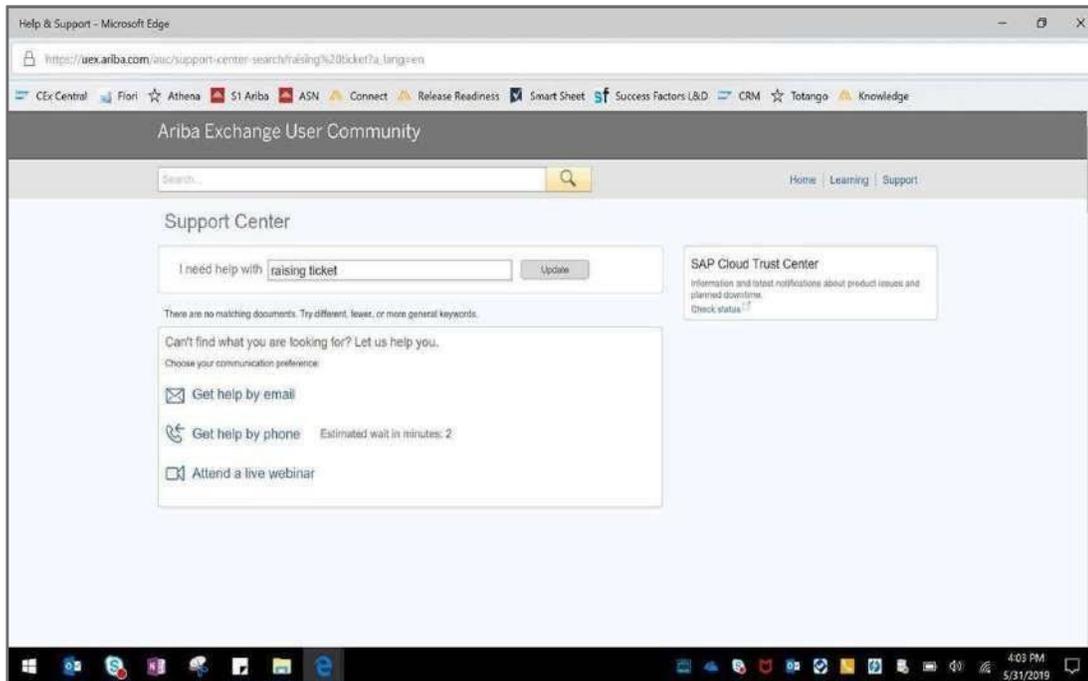
## 

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

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



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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Solution: -**

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

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

#### 🚩 **Where is my password reset email?**

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

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

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

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

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

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

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

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

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

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

**ANNEXURE XI**

**IMS POLICY**

**Attached Separately**



# TPWODL

TP WESTERN ODISHA  
DISTRIBUTION LIMITED

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

## Integrated Management System Policy

*(Quality, Environment and Occupational Health & Safety)*

**We at TP Western Odisha Distribution Limited are committed:**

- To continuously improve level of service quality.
- To provide a clean, safe and healthy working environment.
- To operate in a responsible manner and protect the environment, thereby ensuring the satisfaction of our Stakeholders.

**In pursuit of above, TP Western Odisha Distribution Limited has committed to embrace the requirements of International Standards ISO 9001, ISO 14001, and ISO 45001, and shall endeavour to :**

- Comply with all applicable legal and other requirements.
- Ensure all processes, products and services conform to relevant standards.
- Continually improve quality, environment and occupational health & safety management systems and its performance.
- Create a work environment which encourages team work, safe working practices, learning and innovation.
- Ensure environmental protection through prevention of pollution.
- Conserve natural resources.
- Eliminate hazards and reduce OH&S risks.
- Provide safe and healthy conditions that prevents work related injury and illness.
- Ensure participation and consultation of workers.
- Inculcate safety culture, quality and environmental consciousness amongst all its stakeholders.

**All employees need to understand the policy and contribute towards achieving the highest standards of quality, safety and environment friendly business operation.**

**Date: 01.05.2024**

  
(Parveen Verma)  
**CEO**